

[Redacted]
Washington, DC 20505

22 November 2004

(b)(6)
(b)(4)
(b)(3)

TMP Worldwide
8280 Greensboro Drive, Suite 900
McLean, VA 22102

Attention: [Redacted]

Subject: Notice of Award for Request for Proposal [Redacted] for "HUMAN RESOURCE MANAGEMENT – ADVERTISING"

[Redacted]
Reference is made to your proposal submitted in response to a Request for Proposal for HUMAN RESOURCE MANAGEMENT – ADVERTISING. The Government has completed a comprehensive review and evaluation of your proposal and it is our pleasure after a thorough and extensive consideration of all evaluation factors, to award the contract to TMP Worldwide. We sincerely appreciate the time, patience, and effort necessary for your company to respond to our requirements.

A total of four (4) Offerors were solicited for this effort. Three (3) proposals were received and evaluated.

The award decision was based on evaluation criteria in accordance with Request for Proposal [Redacted] for "HUMAN RESOURCE MANAGEMENT – ADVERTISING". TMP Worldwide's proposal provided the Best Value to the Government.

In evaluation of your company's proposal the Government observed the following weaknesses:

Under Technical/Management Factors

- The proposal didn't elaborate or [Redacted]
- TMP needs to invoice within a reasonable time period. There is paperwork showing outstanding invoices for the past five years. Invoicing must occur in a timely manner – so that funds are not at risk. Invoices need more details -- who, what, when, where.

In evaluation of your proposal, the Government observed the following strengths:

Under Technical/Management Factors

- Demonstrated a capability to produce and create multi-phase ads with supplemental broadcast media and marketing literature as a package.
- Demonstrated an ability to work with varied time constraints.
- Media contacts are extensive.
- Proposal not only identified a person for each position, but in some cases, had 2-3 other individuals staffed for one position.
- Understood that the Government's requirements demand the attention of a larger staff.
- Both primary and secondary research capabilities are very good.
- Exceptional website design capabilities. Each site was different in design, content and look, easy to navigate, and the terminology matches the organization.

Under Relevant Experience

- The ads for [REDACTED] are eye-catching and state the facts in a very simple and creative way without a lot of page clutter and wordiness.
- Ads for [REDACTED] were different and have the look and feel consistent with the company or organization image. For example, the [REDACTED] images have an artistic quality that is intrinsic to the artistic beauty of nature; [REDACTED] has a fun quirky feel that also translates to their company website.
- Images shown for [REDACTED] and [REDACTED] are all fresh, hip, and innovative. They state the message clearly in very simple yet inventive ways.
- The ads for [REDACTED] are interesting in that the images are laid out off center. In other words, a "plain" photo is given a unique twist, adding to the appeal of the ad.
- Advertising reveals the development of memorable/compelling branding and met all requirements.

In evaluation of your overall proposal, your proposal ranked first (1) out of three (3) proposals evaluated and received an "Exceptional" rating. The Government decided to make an award to TMP Worldwide since your staffing, research and media contact capabilities far exceeded our expectations and each of the ad samples provided were individually unique and innovative. The messaging in each of the ads was consistent and both print and web media were also consistent.

In accordance with Federal Acquisition Regulations (FAR) 15.506, debriefings may be set up for the offeror(s) to address the basis for the selection decision and contract award. Should your company desire a debriefing, contact the undersigned indicated below, in writing, within three (3) business days of receipt of this notification, for scheduling a time and date for such debriefing. Upon receipt of your company's letter, you will be contacted to discuss the scheduling of the debriefing session. Please contact the undersigned, by phone at [REDACTED] or by fax at [REDACTED] if you have any questions in regards to this notification.

Sincerely,



Contracting Officer,



PRIORITY - FACSIMILE TRANSMITTAL - PRIORITY

FROM:

DATE: 24 November 2004

FAX :

NO. OF PAGES: 3

(INC. COVER SHEET)

TO:

TEL # / Ext:

ORGANIZATION: TMP

FAX #:

SUBJECT:

Notice of Award for Request for Proposal for "Human Resource Management – Advertising"

UNCLASSIFIED

Cover Letter

Page 1 of 2

Washington, D.C. 20505

14 October 2004

ATTENTION: All Potential Offerors

SUBJECT: FINAL RFP No. [REDACTED] for "HUMAN RESOURCE MANAGEMENT -- ADVERTISING"

You are invited to submit Proposals in response to the attached Request for Proposal (RFP). The Government anticipates award of an indefinite-delivery/indefinite-quantity (IDIQ) type contract. This competition will be based on Best Value.

Evaluation of the options will not obligate the Government to exercise the option(s). The period of performance is twelve months, with four (4) one-year options. The Government anticipates awarding the contract on or about 1 December 2004.

The Government reserves the right to negotiate and award a contract for the base year period and four priced option year periods. Award will be made to the responsible, responsive Offeror whose proposal is most advantageous to the Government, all factors considered. It is the Government's intent to award a contract **without discussions**. The proposals submitted in response to this "best value" procurement will be evaluated according to the evaluation factors found in Section M of the RFP.

The Government shall not be responsible or accountable for receipt of any materials submitted in response to this solicitation which are not submitted in accordance with the procedures specified in Section L.

Offerors are instructed to contact only the Contracting Officer in connection with any aspect of these requirements prior to contract award. Only the Contracting Officer shall be authorized to transmit technical or other information to prospective Offerors.

Proposals submitted in response hereto shall be structured in accordance with instructions contained in this solicitation package, specifically as identified in Section L. **The Offeror shall complete Section K representation and certifications. Any offer submitted without a complete set of the above representations and certifications may be considered non-responsive.** The Government reserves the right to accept or reject, in part or in total, any proposals received in response hereto. Proposals submitted shall remain valid for a minimum of 120 calendar days after submission.

Proposals must be submitted in time to arrive at the address specified in Section L no later than 12:00 (Noon) EST, Friday, 29 October 2004. Hand-carried proposals are required and must be delivered to the address identified in Section L. **Please Note:** For delivery of proposals, you must contact the Administrative Contracting Officer, [REDACTED], and provide

UNCLASSIFIED

UNCLASSIFIED

RFP No. [REDACTED] Cover Letter
Page 2 of 2

the name and social security number of the person who will deliver the documents at least **24 hours in advance**. Late proposals shall be handled in accordance with FAR 52.215-1, Late Submissions, Modifications, and Withdrawals of Proposals. Proposals which are not submitted in conformance with all other solicitation instructions may be considered non-responsive. Offerors shall submit only one proposal for this effort. There shall be no revised proposals unless the Contracting Officer makes a written request for revised proposals.

This solicitation is UNCLASSIFIED, however, the information should be handled in a secure manner comparable to company classified or company proprietary information. This solicitation may be filed with other unclassified records in unlocked files, desks, or similar containers when normal U.S. Government or Government-Contractor internal building security is provided. When such internal security control is not exercised, locked buildings or rooms provide adequate after-hours protection. The association between the sponsor and the Offeror shall be UNCLASSIFIED.

If you are not interested in bidding, please forward in writing a "No Bid" response to facsimile [REDACTED] or by email to [REDACTED].

Please direct any other questions regarding this request to the Administrative Contracting Officer, [REDACTED]

Sincerely,

[REDACTED]
Contracting Officer

Enclosures:

- RFP No. [REDACTED] (Sections A-M)

UNCLASSIFIED

CLAUSE DECISION LIST

TABLE OF CONTENTS

SECTION A - SOLICITATION/CONTRACT FORM	4
A.1 <input type="checkbox"/> Use of Facsimile Signatures (JUN 2002)	4
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	4
B.1 <input type="checkbox"/> Type and Scope of Contract (IDIQ) (OCT 2003)	4
B.2 <input type="checkbox"/> Pricing	4
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	4
C.1 <input type="checkbox"/> Statement of Work (OCT 2003)	4
SECTION D - PACKAGING AND MARKING	4
SECTION E - INSPECTION AND ACCEPTANCE	5
E.1 <input type="checkbox"/> 52.252-2 Clauses Incorporated by Reference. (FEB 1998)	5
E.2 <input type="checkbox"/> Inspection and Acceptance at Destination (MAR 2004)	5
SECTION F - DELIVERIES OR PERFORMANCE	5
F.1 <input type="checkbox"/> 52.252-2 Clauses Incorporated by Reference. (FEB 1998)	5
F.2 <input type="checkbox"/> Late Delivery (AUG 1996)	5
F.3 <input type="checkbox"/> Period of Performance (AUG 1996)	5
F.4 <input type="checkbox"/> Place of Performance (AUG 1996)	6
F.5 <input type="checkbox"/> Contract Status Report (DEC 2001)	6
SECTION G - CONTRACT ADMINISTRATION DATA	6
G.1 <input type="checkbox"/> Settlement - Fixed Price Services (FEB 2002)	6
G.2 <input type="checkbox"/> Invoicing and Payment Instructions (General) Unclassified Association (JAN 2004)	6
G.3 <input type="checkbox"/> Authority and Designation of a Contracting Officer's Technical Representative (COTR) (MAR 2004)	7
G.4 <input type="checkbox"/> Novation/Change-of-Name Notification Requirement (MAR 2004)	8
G.5 <input type="checkbox"/> Government Property (Scheduled) (MAR 2004)	8
SECTION H - SPECIAL CONTRACT REQUIREMENTS	9
H.1 <input type="checkbox"/> Fraud, Waste, and Abuse - Unclassified Association (DEC 2002)	9
H.2 <input type="checkbox"/> Non-Publicity (DEC 2003)	9
H.3 <input type="checkbox"/> Security Requirements - Software Certification (JUN 1998)	10
H.4 <input type="checkbox"/> Prohibition Against Recruiting in Agency Facilities (AUG 2004)	10
H.5 <input type="checkbox"/> Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)	11
H.6 <input type="checkbox"/> Order of Precedence (OCT 2003)	11
H.7 <input type="checkbox"/> Key Personnel (AUG 1996)	11
H.8 <input type="checkbox"/> Contractor Performance Evaluation (MAR 2004)	11
H.9 <input type="checkbox"/> Past Performance Information - Referencing Agency Contracts (MAR 2004)	12
H.10 <input type="checkbox"/> Changes Requiring No Equitable Adjustment (MAR 2004)	12
H.11 <input type="checkbox"/> Limitation of Working Groups (MAR 2004)	12
H.12 <input type="checkbox"/> Engineering Change Proposals (MAR 2004)	12
SECTION I - CONTRACT CLAUSES	13
I.1 <input type="checkbox"/> 52.252-2 Clauses Incorporated by Reference. (FEB 1998)	13
I.2 <input type="checkbox"/> 52.216-18 Ordering. (OCT 1995)	14

I.3	52.216-19 Order Limitations. (OCT 1995).....	14
I.4	52.216-22 Indefinite Quantity. (OCT 1995)	15
I.5	52.217-9 Option to Extend the Term of the Contract. (MAR 2000).....	15
I.6	Compliance With the Constitution and Statutes of the United States (AUG 1996).....	15
I.7	Organizational Conflicts Of Interest: General (JUL 2003)	15
I.8	Audit and Records – Negotiation (FEB 2002).....	16
I.9	Timely Notice Of Litigation (AUG 1996)	16
I.10	Equal Employment Opportunity (JAN 2004).....	17
I.11	Tax Audits (JAN 2004).....	17
I.12	Independent Review of Agency Protests (JAN 2004).....	17
I.13	Clauses Requiring Access by Other Government Entities (JUL 2003).....	18
 SECTION J - LIST OF ATTACHMENTS		
J-1.	Statement of Work (4 pgs.)	19
J-2.	Past Performance Reference Sheet (1 pg.)	19
J-3.	Past Performance Questionnaire (1 pg.)	19
J.4	Full text of Task Order Clauses listed under B.1 [REDACTED] Type and Scope of Contract (IDIQ) (OCT 2003) (1 pg.)	19
J-5.	Monthly Contract Status Report exemplar (6 pgs.).....	19
J-6.	Pricing Matrix (1 pg.)	19
J-7.	Draft RFP Questions & Answers (6 pgs.).....	19
 SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS		
K.1	52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998).....	20
K.2	52.203-2 Certificate of Independent Price Determination. (APR 1985)	20
K.3	52.204-3 Taxpayer Identification. (OCT 1998)	21
K.4	52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999)	22
K.5	52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001).....	22
K.6	52.215-6 Place of Performance. (OCT 1997)	23
K.7	52.222-22 Previous Contracts and Compliance Reports. (FEB 1999).....	24
K.8	52.222-25 Affirmative Action Compliance. (APR 1984)	24
K.9	52.223-13 Certification of Toxic Chemical Release Reporting. (AUG 2003).....	24
K.10	52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (MAY 1999).....	25
K.11	[REDACTED] Organizational Conflict of Interest (AUG 1996).....	26
 SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS		
L.1	52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)	27
L.2	52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)	27
L.3	52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)	30
L.4	52.216-1 Type of Contract. (APR 1984)	31
L.5	52.233-2 Service of Protest. (AUG 1996)	31
L.6	[REDACTED] Proposal Preparation Instructions (JAN 2001).....	32
L.8	[REDACTED] Agency Alternate to FAR Provision 52.215-1 (OCT 2003)	37
 SECTION M - EVALUATION FACTORS FOR AWARD		
M.1	52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)	38
M.2	[REDACTED] Evaluation Procedures and Factors for Award (JAN 1998)	38

SECTION A - SOLICITATION/CONTRACT FORM

A.1 [REDACTED] Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 [REDACTED] Type and Scope of Contract (IDIQ) (OCT 2003)

(a) This is an **indefinite-delivery/indefinite-quantity (IDIQ) contract**, as identified under Federal Acquisition Regulation (FAR) 16.504. Requirements will be placed under this contract through Firm Fixed Price (FFP) task orders. The minimum and maximum quantity of services to be purchased under this IDIQ contract are set forth below.

(1) Total minimum quantity of services to be purchased under this IDIQ contract shall be [REDACTED]

(2) Total maximum quantity of services to be purchased under this IDIQ contract shall be [REDACTED]

(b) The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically to be provided by the Government) and do all things necessary and incident to the completion of the contractual effort in accordance with Section C, Statement of Work (SOW) and the applicable task order SOW.

(c) Clauses Applicable to Firm Fixed Price (FFP) Task Orders: At a minimum, the following paragraphs shall be applicable to all FIRM FIXED PRICE (FFP) Task Orders issued under this contract, unless otherwise specified in an individual task order. Additional requirements may be specified in each task order. Full text is available as an attachment to the contract.

[REDACTED]
Type of Contract and Consideration (FFP) (OCT 2003)
Scope of Contract (Statement of Work) (OCT 2003)
Period of Performance (AUG 1996)

B.2 Pricing

(Pricing in accordance with Pricing Matrix Attachment J-6)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 [REDACTED] Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled "**STATEMENT OF WORK, HUMAN RESOURCE MANAGEMENT – ADVERTISING**" dated July 2004, which is incorporated by reference or attached hereto, is made a part of this contract.

SECTION D - PACKAGING AND MARKING

Not Applicable

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.246-2 Inspection of Supplies - Fixed-Price. AUG 1996
52.246-4 Inspection of Services - Fixed-Price. AUG 1996

E.2 [REDACTED] Inspection and Acceptance at Destination (MAR 2004)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.242-15 Stop-Work Order. AUG 1989

F.2 [REDACTED] Late Delivery (AUG 1996)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

F.3 [REDACTED] Period of Performance (AUG 1996)

The period of performance of base IDIQ shall be from **01 December 2004 to 30 November 2005**.

The period of performance of Option Period One of the IDIQ shall be from **01 December 2005 to 30 November 2006**.

The period of performance of Option Period Two of the IDIQ shall be from **01 December 2006 to 30 November 2007**.

The period of performance of Option Period Three of the IDIQ shall be from **01 December 2007 to 30 November 2008**.

Contractor: TBD
Contract Number: TBD
Page 6 of 41

The period of performance of Option Period Four of the IDIQ shall be from **01 December 2008** to **30 November 2009**.

F.4 **Place of Performance (AUG 1996)**

The principal place of performance under this contract shall be the Contractor's facility located at **TBD**.

F.5 **Contract Status Report (DEC 2001)**

Monthly contract status reports shall be submitted in **TBD** copies to the Contracting Officer not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of invoices.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 **Settlement - Fixed Price Services (FEB 2002)**

Upon completion of the subject contract, the Contractor shall submit the following documents:

- (a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expensed) (Three (3) copies required)
- (b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One (1) copy required)
- (c) Final Government Furnished Property/Contractor Acquired Property (GFP/CAP) Statement - Disposition of Government Property (One (1) copy required)
- (d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One (1) copy required)
- (e) Copy of Final Invoice submitted to the Payment Office (One (1) copy required)

One complete set of closeout documentation shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

If you have any questions in regard to the closeout procedure, please contact the Contracting Officer.

G.2 **Invoicing and Payment Instructions (General) Unclassified Association (JAN 2004)**

- (a) Contractors may mail invoices to the following payment office:



Washington, DC 20505.

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine. Contractors may use any of the numbers listed below. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.

Contractor: TBD

Contract Number: TBD

Page 7 of 41



(b) The payment periods designated in the FAR clauses for Prompt Payment contained in this contract will begin the date the Government receives a proper invoice in the payment office. A proper invoice must include:

- (1) Name of the business concern, invoice date, and date(s) supplies delivered or services performed.
- (2) Contract, purchase order, or delivery order number. The Government cannot process for payment an invoice that lacks a contract, purchase order, or delivery order number. No other 'authorizations' are valid or acceptable.
- (3) Itemized cost elements and fee amounts for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time and material or labor hour contracts); description, price, and quantity of supplies delivered and/or services rendered (for fixed price contracts, purchase orders and delivery orders).
- (4) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).
- (5) Name, title, phone number, and complete mailing address of responsible official to whom the Agency should send payment.

(c) The Government shall give notice of an apparent error, defect, or impropriety in an invoice to the Contractor within 7 days of receipt of the invoice by the payment office. The Contractor may make inquiries regarding invoices to the payment office on [redacted]

G.3 [redacted] Authority and Designation of a Contracting Officer's Technical Representative (COTR) (MAR 2004)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer's Technical Representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.

(b) Designation: The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name Telephone No.

TBD TBD

(c) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal

Contractor: TBD

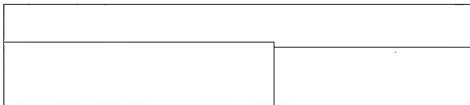
Contract Number: TBD

Page 8 of 41

commitments that may involve a change in either the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

G.4 **Novation/Change-of-Name Notification Requirement (MAR 2004)**

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:



Washington, DC 20505

Unclassified Fax:

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

G.5 **Government Property (Scheduled) (MAR 2004)**

(a) The following clause is incorporated by reference:

[X] 52.245-2 Government Property (Fixed Price Contracts)

[] 52.245-4 Government-Furnished Property (Short Form)

[] 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts.)

(b) Under the FAR clause referenced above, the Government shall deliver to the Contractor the property identified below for use in the performance of this contract or such other contract(s) as may be authorized by the Contracting Officer:

The Government will provide the current version art and all related art to the prospective vendor. Current version art is the art that the incumbent has developed with the Government and which is used to update advertising instead of creating new artwork every time an order is placed.

(c) The Contractor shall verify the quantity and condition of the property identified above immediately upon receipt. Shortages and/or damaged or defective property shall be promptly reported to the Contracting Officer after having a confirming inspection thereof made by a designated representative of the Contracting Officer. The Contractor may also request a confirming inspection by the carrier's representative where it considers the damage to be attributable, in some degree, to the carrier.

(d) When deemed necessary, a representative of the Contracting Officer will be present to inspect the condition of the property before packaging thereof for return to the Government. In order to accommodate this inspection requirement, the Contractor shall provide the Contracting Officer with at least 24 hours' prior notice so that personnel may be assigned for these examinations.

(e) The Contractor's property control system shall provide annually the total acquisition cost for Government property for which the Contractor is accountable under this contract, including Government property at subcontractor's plants and alternate locations. The Contractor's annual report shall be prepared on a form provided by the Property Administrator and submitted no later than the date prescribed by the Property Administrator.

(f) All inquiries regarding the issuance and disposition of the above property should be directed to the Contracting Officer. Note: The provision for reporting property at the completion or termination of a contract is contained in the standard FAR clauses that must be incorporated into the contract by reference. Standard FAR clauses 52.245-2 and 52.245-5 state that the Contractor "shall comply with FAR subpart 45.5 as in effect on the date of this contract."

(g) At the completion of the Annual Inventory exercise, the Contractor shall submit the completed inventory to the COTR for validation and verification. The Contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Property Administrator.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 [REDACTED] Fraud, Waste, and Abuse - Unclassified Association (DEC 2002)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel should contact the Office of Inspector General, Investigations Staff, at phone number [REDACTED]

H.2 [REDACTED] Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but is not limited to, the use of the terms [REDACTED] or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in

Contractor: TBD

Contract Number: TBD

Page 10 of 41

public employment advertisements.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

H.3 [REDACTED] Security Requirements - Software Certification (JUN 1998)

(a) The contractor certifies that it will undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.

(b) The contractor shall immediately inform the Contracting Officer when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in paragraph (a) above.

(c) If the contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and Contracting Officer's Technical Representative (COTR).

(d) The contractor acknowledges its duty to exercise reasonable care, to include the following, in the course of contract performance:

(1) using on a regular basis current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and

(2) prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H.4 [REDACTED] Prohibition Against Recruiting in Agency Facilities (AUG 2004)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while in any facility controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of an Agency employee by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.

(b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program. The prohibition also does not apply to the recruitment of Agency personnel for part-time work that does not conflict or interfere with Agency personnel's employment with the Agency, provided Contracting Officer approval has been obtained consistent with paragraph (a) above.

(c) Exclusion under the circumstances described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

H.5 [REDACTED] Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)

SECTION K which has been completed and submitted with Contractor's proposal dated TBD is incorporated herein by reference and made a part of this contract.

H.6 [REDACTED] Order of Precedence (OCT 2003)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Attachment A - Incentive and Award Fee Plan (if applicable)
- (3) Statement of Work
- (4) Other provisions of the contract when attached or incorporated by reference
- (5) Specifications
- (6) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of any of the contract elements listed above, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, fee, award fee or schedule extensions.

H.7 [REDACTED] Key Personnel (AUG 1996)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name	Title
TBD	TBD

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

H.8 [REDACTED] Contractor Performance Evaluation (MAR 2004)

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

- (1) Final evaluation shall be conducted for all contracts after completion of contract performance; and
- (2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection

Contractor: TBD

Contract Number: TBD

Page 12 of 41

information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

H.9 [REDACTED] Past Performance Information - Referencing Agency Contracts (MAR 2004)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

H.10 [REDACTED] Changes Requiring No Equitable Adjustment (MAR 2004)

(a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes that will have no effect on the contract price, delivery schedule, or other provisions of the contract.

(b) Procedure. When a change under the "Changes" clause is proposed, and both parties agree that the proposed change will not require any equitable adjustment, the Contracting Officer shall issue a bilateral modification authorizing the change that clearly states the change has no effect on either the contract price/cost plus fee, or period of performance/delivery date. The Contractor's signature on the modification shall constitute acceptance of the Government's offer, shall be binding on both parties, and shall constitute a full, complete, and final settlement for the changes so directed.

H.11 [REDACTED] Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

H.12 [REDACTED] Engineering Change Proposals (MAR 2004)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the general scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule,

unless the estimated cost is increased by the change order or other contract modification.

(d) When the cost or price of the engineering change is [redacted] or more, the Contractor shall submit

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,

(2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

- 52.202-1 Definitions.** JUL 2004
- 52.203-3 Gratuities.** APR 1984
- 52.203-5 Covenant Against Contingent Fees.** APR 1984
- 52.203-6 Restrictions on Subcontractor Sales to the Government.** JUL 1995
- 52.203-7 Anti-Kickback Procedures.** JUL 1995
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.** JAN 1997
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.** JAN 1997
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.** JUN 2003
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper.** AUG 2000
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** JUL 1995
- 52.215-14 Integrity of Unit Prices.** OCT 1997
- 52.217-2 Cancellation Under Multi-year Contracts.** OCT 1997
- 52.219-8 Utilization of Small Business Concerns.** MAY 2004
- 52.219-9 Small Business Subcontracting Plan.** JAN 2002
- 52.219-16 Liquidated Damages - Subcontracting Plan.** JAN 1999
- 52.222-3 Convict Labor.** JUN 2003
- 52.222-26 Equal Opportunity.** APR 2002
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.** DEC 2001
- 52.222-36 Affirmative Action for Workers with Disabilities.** JUN 1998
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.** DEC 2001
- 52.223-6 Drug-Free Workplace.** MAY 2001
- 52.223-14 Toxic Chemical Release Reporting.** AUG 2003
- 52.227-1 Authorization and Consent.** JUL 1995
- 52.227-14 Rights in Data - General.** JUN 1987
- 52.229-3 Federal, State, and Local Taxes.** APR 2003
- 52.230-2 Cost Accounting Standards.** APR 1998
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices.** APR 1998
- 52.230-6 Administration of Cost Accounting Standards.** NOV 1999
- 52.232-17 Interest.** JUN 1996
- 52.232-25 Prompt payment.** OCT 2003

52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration.
MAY 1999

52.233-1 Disputes. JUL 2002

52.233-3 Protest after Award. AUG 1996

52.242-13 Bankruptcy. JUL 1995

52.243-1 Changes - Fixed-Price. AUG 1987

52.244-6 Subcontracts for Commercial Items. (JUL 2004)

52.245-2 Government Property (Fixed-Price Contracts). MAY 2004

52.246-23 Limitation of Liability. FEB 1997

52.246-25 Limitation of Liability - Services. FEB 1997

52.249-2 Termination for Convenience of the Government (Fixed-Price). MAY 2004

52.249-8 Default (Fixed-Price Supply and Service). APR 1984

I.2 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 December 2004** to **30 November 2005**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of

(2) Any order for a combination of items in excess of

(3) A series of orders from the same ordering office within **two (2)** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 Indefinite Quantity. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **30 November 2005**.

I.5 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

I.6 [REDACTED] Compliance With the Constitution and Statutes of the United States (AUG 1996)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

I.7 [REDACTED] Organizational Conflicts Of Interest: General (JUL 2003)

- (a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.
- (b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

(c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.

(e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.

(f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

I.8 [REDACTED] Audit and Records – Negotiation (FEB 2002)

(a) The appropriate audit representative of the United States, the Contracting Officer or an authorized representative of the Contracting Officer shall, until three years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), have access to and the right to examine any of the Contractor's books, documents, progress or other records involving transactions directly related to this contract.

(b) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (b), in all subcontracts under this contract that exceed the simplified acquisition threshold, and:

(1) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; or

(2) for which cost or pricing data are required.

(c) The period of audit and examination in paragraph (a) of this clause shall be extended until resolution of any disputes or litigation arising under or related to this contract, and until settlement of any questioned costs.

I.9 [REDACTED] Timely Notice Of Litigation (AUG 1996)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

(d) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right

in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or any rights or remedies available.

I.10 [REDACTED] Equal Employment Opportunity (JAN 2004)

- (a) The Contractor shall comply with all applicable Federal and State equal employment opportunity laws and regulations and Agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.
- (b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor, at no cost to the Government, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.
- (c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.
- (d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Contractor's receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.
- (e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Contractor.
- (f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.
- (g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

I.11 [REDACTED] Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

I.12 [REDACTED] Independent Review of Agency Protests (JAN 2004)

An independent review of protests to the agency, as defined in FAR 33.103(d)(4), is available as an alternative to consideration by the Contracting Officer. Requests for an independent review shall be submitted directly to the Contracting Officer, along with the protest.

Contractor: TBD

Contract Number: TBD

Page 18 of 41

I.13 [REDACTED] Clauses Requiring Access by Other Government Entities (JUL 2003)

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

SECTION J - LIST OF ATTACHMENTS

- J-1. Statement of Work (4 pgs.)**
- J-2. Past Performance Reference Sheet (1 pg.)**
- J-3. Past Performance Questionnaire (1 pg.)**
- J-4. Full text of Task Order Clauses listed under B.1** **Type and Scope of Contract (IDIQ) (OCT 2003) (1 pg.)**
- J-5. Monthly Contract Status Report exemplar (6 pgs.)**
- J-6. Pricing Matrix (1 pg.)**
- J-7. Draft RFP Questions & Answers (6 pgs.)**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

K.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991

52.222-21 Prohibition of Segregated Facilities. FEB 1999

K.2 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in

this bid or proposal, and the title of his or her position in the offeror's organization;

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Contractor: TBD
Contract Number: TBD
Page 22 of 41

Sole proprietorship;
 Partnership;
 Corporate entity (not tax-exempt);
 Corporate entity (tax-exempt);
 Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;

Other _____.

(f) *Common parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999)

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it * is a women-owned business concern.

K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or

civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner
(Street Address, City, and Operator of the Plant
State, County, Zip Code) or Facility if Other than
Offeror or Respondent

K.7 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

- (a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.223-13 Certification of Toxic Chemical Release Reporting. (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their

corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

K.10 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states
[offeror check appropriate block] -

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

K.11 [REDACTED] Organizational Conflict of Interest (AUG 1996)

- (a) If the Contractor is aware of any information bearing on any existing or potential organizational conflict of interest, it shall provide a disclosure statement which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have an existing or potential organizational conflict of interest.
- (b) Contractors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
- (c) If the Contracting Officer determines that a conflict exists or may occur, he shall advise the Contractor and take appropriate steps to avoid or otherwise resolve the conflict through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.204-6 Data Universal Numbering System (DUNS) Number. OCT 2003

52.215-16 Facilities Capital Cost of Money. JUN 2003

52.222-26 Equal Opportunity. APR 2002

52.232-38 Submission of Electronic Funds Transfer Information with Offer. MAY 1999

L.2 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

(a) *Definitions.* As used in this provision -

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an

offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets identified and clearly marked by the offeror as proprietary; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer

may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price

is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.4 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of an **indefinite-delivery/indefinite-quantity (IDIQ) contract** resulting from this solicitation.

L.5 52.233-2 Service of Protest. (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting

Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:



Washington, DC 20505.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) PLEASE NOTE: To gain access to the Government facility at [redacted] you must call the Administrative Contracting Officer, [redacted] at least twenty-four (24) hours in advance and provide the Social Security Number of the company representative that will deliver the protest to the Government facility.

L.6 [redacted] Proposal Preparation Instructions (JAN 2001)

I. INTRODUCTION

This section is provided to assist the Offeror in preparing a proposal in response to this solicitation and to assist the Government in determining the Offeror's relative ability to satisfy the solicitation requirements. These instructions are not intended to restrict the Offeror's proposal effort. Questions concerning these instructions should be directed to the Contracting Officer.

II. PROPOSAL DOCUMENTS

Number of Volumes

The documents below are to be furnished as part of the proposal. The proposal documentation shall be no greater than the number of pages identified in the table below, including text, resumes, and other attachments. Text shall be standard size type, no smaller than 10 point with double spacing on 8.5 x 11 inch paper with 1 inch margins and shall be subject to the page-count limitations stated herein. Please note that the Table of Contents is not included in the page count.

VOLUME	NO. OF MAX PAGES	COPIES
Cover Letter	3 Pages	Original
Vol. I Technical/Management	20 Pages (excluding resumes) Resumes: 2 page limit per resume	One (1) original reproducible master and four (4) hard copies.
Vol. II Relevant Experience	10 Pages	One (1) original reproducible master and four (4) hard copies.
Vol. III Cost Volume	Unlimited	One (1) original reproducible master and four (4) hard copies. One (1) soft copy

General

The proposals shall be a concise presentation of issues and conclusions. **Cost or pricing data shall be included only in the cost volume.** The proposal shall contain a table of contents for easy reference to appropriate sections.

III. PROPOSAL FORMAT

A. Cover Letter

The cover letter is considered the first page of the proposal and, in addition to the information required in FAR 52.215-1, will include the following:

- (a) Certifications referred to in Section K, "Representations, Certifications, and Other Statements of Offeror".
- (b) Statement that the proposal is firm for a period of not less than 120 days from the proposal due date.
- (C) Complete business address of the Offeror, the corporate name to be used on any resultant contract, and the remittance address if different from that above. If this name does not identify a "parent company" or sponsoring "corporation" name, also provide such identity, as appropriate.

B. Technical/Management (Volume I)

Technical/Management information consists of a narrative defining the Offeror's understanding of the various technical and management needs of this acquisition as outlined in this solicitation, including experience and availability, company experience, and organizational structures and responsibilities. This volume shall also discuss the management techniques which will be employed to direct and control the "Human Resource Management - Advertising" program. Technical/Management volume of the proposal shall include the following:

Executive Summary This section summarizes the contents of the technical/management proposal and provides an overview of the technical and management approach. The Offeror shall include in this section any exceptions taken to the SOW and the rationale for the exceptions.

Problem Analysis This section shall analyze the requirement and identify solutions. The Offeror shall use clear, concise terminology to specifically address the issues and shall avoid generalizations.

Management Plan The Offeror shall identify the project organization and supervisory responsibilities, and shall show the lines of authority, including work control procedures, training plans, reports control, and approach to phase-in, contract start.

Resumes and Other Applicable Information About Proposed Personnel Information must be submitted on the capabilities, background, experience, and any other relevant information about the proposed personnel, and any other specialized staff that the Offeror feels might be required. Included in this information for each proposed individual must be a professional resume, to include title, educational achievements and any special designations (i.e., Master of Business Administration, Certified Public Accountant, etc.), and a statement as to the degree of commitment of the company to the requirements of the SOW. Include the names and phone numbers of the contacts for similar contracts for which proposed employees have worked in the past three years. Where a proposed individual is not currently employed by the Offeror, a signed letter of intent must also be provided.

A Skills & Capabilities Personnel Matrix must be included in the Technical/Management Volume and shall address the following areas:

- Develop advertising campaigns for print and Internet. Campaign developments will include but not be limited to layout, storyboards, online concepts, copy and recruitment literature for approval by the RC. Agency printing and production facilities will be used to produce volume material and to integrate changes to the web site. Contractor may be requested on case-by-case basis to produce some printed material to include but not limited to posters, advertising, display boards, etc., and should have a reliable printing firm at their disposal that can produce

Contractor: TBD

Contract Number: TBD

Page 34 of 41

these materials on both short term and long term basis.

- Develop image branding campaigns to promote USG/CIA as employer of choice including, but not limited to radio, television, and print; event planning, sponsorships, minority and community outreach. The contractor shall do this using all resources available including but not limited to conducting online surveys, focus groups, etc., as required.
- Insert approved advertising in media such as newspapers, magazines, select websites, technical journals and special publications as well as radio and television when required. This will include preparing and placing space and frequency orders with media as well as supervising the transmittal of copy, plates, mats, film, etc. to the media for publication.
- Contractor shall also provide recommendations of marketing and display material in conjunction with overall advertising and marketing campaigns as related to image branding efforts of the Agency. Contractor will work with vendors on behalf of the USG as necessary.
- Research media options and recommend appropriate media outlets on the basis of demographic data, readership numbers, etc., and any other research as may be required, such as minority demographics by occupation. This shall be done on an ongoing basis by the Contractor. Contractor will be required to be proactive in taking the initiative to research and identify advertising a variety of media sources and venues on a continual basis throughout the period of this contract.
- Develop an online recruitment strategy and roadmap that migrates CIA practices towards a best practice environment with the website as a central component. Maintain the CIA employer brand with a focus on attracting and retaining top talent through interactive solutions.

Assess feasibility and logistics associated with implementation of recruitment technology such as various candidate assessment tools, need and ability to offer anonymity to candidates during initial job application process, to include candidate relationship communications.

Perform design updates for the web site to include, building out the content to highlight Diversity and other to-be determined content that will evolve out of survey feedback.

- Research and recommend on an ongoing basis, organizations and community outreach efforts that the USG can partner with in promoting the Agency as an employer of choice. When necessary, and at the request of the USG, contractor may be required to contact these organizations on behalf of the USG.
- Maintain accounting records by month and make payments to all media.

Organizational Structure The Offeror shall discuss how the proposed team fit into the Offeror's overall corporate structure (including an organization chart), and shall indicate how the proposed project team will be organized, including the responsibilities of key persons.

Resource Availability The Offeror shall describe access to corporate resources, and the extent and type of resources available to the Offeror.

C. Relevant Experience (Volume II)

Corporate/Offeror Experience This section requires corporate level information in addition to the plant or division level information which the Offeror is required to provide in accordance with the past performance information requested by this solicitation. If the corporate experience is the same as the plant/division experience, the Offeror must state this in the proposal. The discussion of the Offeror's

corporate experience shall include, but shall not be limited to:

- (1) A list of similar Government and industry contracts awarded in the past three years or currently in negotiation in which the performance of work was/is similar to the effort described in this solicitation. The Offeror shall identify contract numbers, names of Government Agency or Industrial Clients, names of points of contact and telephone numbers, contract type, and brief descriptions of the work for each effort.
- (2) For each contract identified, specify and explain the amount of cost growth, if any. In this explanation, provide cost growth resulting from extensions to the period of performance from work added to the scope and from performance that cost more than estimated.
- (3) Identify and explain any terminations.

Past Performance Information Past performance information provided by Offerors in response to this solicitation, and the information the Government may independently obtain from other sources, shall be used as an indicator to assist in determining whether the Offeror has the capability to perform this effort based on the requirements set forth in this solicitation.

If the Offeror has not performed any contracts as characterized below, this fact must be stated in the proposal. The Contractor will receive neither a favorable nor an unfavorable rating if it does not have a performance history similar to the effort described in this solicitation. The Offeror shall utilize the a "Past Performance Reference Sheet" (**Attachment J-2**) to provide information (one reference sheet per contract or project/three references maximum proposed) on any on-going federal, state/local government, or industry contracts completed within the last three years, in which performance of work was similar in scope and complexity to the effort described in this solicitation. Based on previous efforts identified, the Offeror shall discuss any constraints similar to the current requirement. The Offeror shall also discuss the degree of success pertaining to the previous project, and the extent to which the Offeror was responsible for that success. A sample Past Performance Questionnaire (**Attachment J-3**) has been provided and will be used to collect data from the references.

- (1) A list of three (3) on-going federal, state or local government, or industry contracts, or contracts completed within the last three years, in which performance of work was similar in scope and complexity to the effort described in this solicitation. Based on the previous efforts so identified, the Offeror shall discuss any constraints similar to those, expected to be encountered, in performing the current requirement. The contracts must have been performed within the same plant(s) and/or division(s) as the one in which a contract resulting from this solicitation will be performed.
- (2) For each contract listed, the Offeror shall provide two references and shall identify: the contract number; name of the federal, state or local government, or industrial client; name of the point of contact; telephone number; contract type; total contract value; period of performance; cost growth issues (if applicable); and a brief description of the work for each effort. The offeror is authorized to provide information on problems encountered on the identified contract(s) and the offerors corrective actions. A Performance Questionnaire the same or similar to that identified in Section J of this solicitation will be used to collect data from the references. The Government may, in order to evaluate the Offeror's past performance, contact references other than those identified by the Offeror.

D. Cost Volume (Volume III)

This volume consists of a presentation of price rates, any burdens or handling fees, and pricing of task exemplars. **No Price data shall be contained in the Technical/Management or Relevant Experience volumes.**

The contractor shall price the following task exemplars and provide data on the basis of estimate for the exemplar pricing.

1. A cost estimate for developing a multi-phase image branding campaign. This would include the development of a branding campaign that can be conducted in any state across the country in multiple venues. Consideration should be taken for budget constraints that would require rolling out the campaign in phases and we would want recommendations on how we would go about doing that while keeping the entire process an ongoing branding effort. Items in the estimate should address, but not be limited to the following:

- Multiple media design and development
- Print and online advertising placement
- Radio, television and other multimedia advertising placement
- Marketing Literature and other multimedia marketing ideas
- Outreach planning to include events (sponsorships and associations with professional and diversity based organizations)
- "Outside-the-Box" Approaches and Ideas

2. A cost estimate for running a full-page, color general diversity ad in various magazine media publications for one month
3. A cost estimate for running a general diversity ad in major city papers and/or websites in anticipation of both a west coast and east coast blitz
4. A cost estimate for creating a new general diversity ad that will include related marketing literature.
5. Complete Pricing Matrix (Attachment J-6).

ADDITIONAL INFORMATION

If there is any additional information that the Offeror feels is important for the Government to consider in the evaluation of its proposal, other than the information specifically requested by the above outline, the Offeror may bring such information to the attention of the Government by including it in its proposal. Such additional information must be contained within the page limits set forth for each proposal volume as specified above.

IV. SUBMISSION OF OFFERS

- (a) Mailed Proposals. These are not recommended due to the time delay in getting mail processed.
- (b) Hand Carried Proposals are ENCOURAGED. If the offeror does not hold a valid agency clearance, this must be coordinated and scheduled with the Administrative Contracting Officer, [redacted] at least 24 hours in advance.

Hand Carried Proposals shall be delivered to:



- (c) Softcopy of the Pricing Matrix (Attachment J-6) should be sent via email to:



(d) Proposals submitted after the time and date specified for receipt of the RFP will be considered LATE in accordance with FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, which has been incorporated by reference to this solicitation.

L.8 [REDACTED] Agency Alternate to FAR Provision 52.215-1 (OCT 2003)

(a) FAR Provision 52.215-1, Instructions to Offerors - Competitive Acquisition, which is incorporated herein by reference, is modified only as indicated below:

(f) Contract Award.

(1) The Government intends to select for final negotiations a contractor(s) resulting from this solicitation whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and select, without discussions, an offeror for final negotiations (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(b) Paragraph (f) 5 - 11, and all other parts of FAR Provision 52.215-1 remain unchanged.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.217-5 Evaluation of Options. JUL 1990

M.2 [REDACTED] Evaluation Procedures and Factors for Award (JAN 1998)

NOTE: The Government intends to evaluate proposals and select, without discussions, an offeror for final negotiations.

I. Introduction:

The objective of the evaluation process is to select and recommend a Contractor to the Source Selection Authority for final negotiation and award of a contract. Proposals received in response to this Request for Proposal shall be evaluated in accordance with the procedures set forth below.

II. Competitive Range Determination

(a) In accordance with FAR 15.306(c), the competitive range shall be determined on the basis of an initial evaluation of technical, management, past performance, and cost/price. The competitive range shall include only those proposals most highly rated after initial evaluation. The initial evaluation of proposals and the initial determination of the competitive range will be made upon a review of the written proposals (and/or oral presentations as the case may be) and consideration of any information exchanged during communications as defined in FAR 15.306. The Government shall discontinue the evaluation of any proposal which is not considered in the competitive range after initial evaluations.

III. Discussions

Written or oral discussions shall be held with all Offerors within the competitive range. The intent of these discussions is to obtain the best value based upon the requirements and evaluation factors set forth in Section M. The scope and extent of discussions are at the discretion of the Contracting Officer and will be tailored to each offeror's proposal. During these discussions the government will resolve all material issues to select the best offer for final negotiations. The government may remove an offeror from the competitive range at any point during discussions, whether or not all material aspects of the proposal have been discussed, if the offeror is no longer considered to be one of the most highly rated. Revisions to an offeror's proposal during discussions are at the discretion of the Contracting Officer. When discussions are concluded all offerors within competitive range will be given the opportunity to submit a final revised proposal by the date and time identified by the Contracting Officer.

IV. Final Evaluation

Final revised proposals will be evaluated for the purpose of selecting a contractor or contractors for final negotiations. The evaluation criteria used in this evaluation shall be the same as those used in the initial

evaluation.

V. Final Negotiation

Final negotiation is the process of bringing into contractually binding form the most favorable terms and conditions possible, including technical and scientific approaches, support arrangements, and contract pricing. Final negotiations will be conducted only with the offeror offering the best value, cost/price and other factors considered and shall not involve material changes in either the Government's requirements or the Offeror's proposal which affect the basis for source selection. In the event that such changes are desired by the Government, the competition will be reopened. In the event that a definitive contract cannot be consummated on a timely basis, negotiations will be terminated and a new source selection for final negotiations shall be made.

VI. NOTICE AND DEBRIEFING:

As noted above, this solicitation provides for the submission of revised proposals that must be negotiated prior to award. Therefore, Offerors which remain in the competitive range, but which are not ultimately selected for award, shall be notified after final revised proposals have been evaluated and a contract has been successfully negotiated and signed with the successful Offeror. Requests for debriefings must be in writing and must be received in this office within three days after the date on which the Offeror receives notification of contract award. Unless otherwise specified in the solicitation, debriefings shall be conducted in accordance with FAR Subpart 15.5.

VII. EVALUATION FACTORS AND CRITERIA:

(a) In determining the award of a contract, primary consideration shall be given to the Offeror which can perform the contract in a manner most advantageous to the Government, cost/price and other factors considered. Evaluations shall be conducted by comparing an Offeror's proposal against the requirements contained in this solicitation, including all compliance documents. An Offeror's proposal must accurately demonstrate an understanding of the objectives and scope of the project.

(b) The major categories which shall be evaluated are, **Technical/Management, Relevant Experience, and Cost**. The factors, other than cost, when combined are significantly more important than cost. Technical/Management is significantly more important than Past Performance. The specific factors and sub-factors associated with the Technical/Management and Past Performance categories are presented below in descending order of importance, although the relative differences between the importance of the factors is not equal unless otherwise noted. Cost is discussed below.

Technical/Management Factors

1 Design of Print Advertising

The extent to which the proposal demonstrates the offeror's ability to meet the SOW requirements for advertising design in these areas:

- a) Creative capabilities
- b) Technical capabilities
- c) Systematic approach to project planning and management
- d) Planned relationship between offeror and sponsor
- e) Speed

2 Ad Placement

The extent to which the proposal demonstrates the offeror's ability to meet the SOW requirements for ad placement in these areas:

- a) Relationship with media contacts

- b) Systematic approach
- c) Speed

3 Staffing

The extent to which the offeror's ability to meet the requirements of the SOW demonstrated by the team of people described in the proposal:

- a) Account Executive/Manager
- b) Recruitment Specialist
- c) Creative director
- d) Copywriter
- e) Research Manager
- f) Account Coordinator
- g) Proofreader
- h) Art Director/Designer
- i) Typesetter

4 Research

The extent to which the proposal demonstrates the offeror's ability to meet the SOW requirements for research in these areas:

- a) Research capabilities
- b) Systematic approach to research and project management
- c) Claimed relationship between offeror and sponsor
- d) Speed

5 Website design

The extent to which the proposal demonstrates the offeror's ability to meet the SOW requirements for Website design in these areas:

- a) Creative capabilities
- b) Technical capabilities
- c) Systematic approach to project planning and management
- d) Planned relationship between offeror and sponsor
- e) Speed

Relevant Experience Factors

Past Performance

Evaluation of past performance shall be based on a consideration of the past performance information obtained in accordance with clause _____ Proposal Preparation Instructions, of this solicitation. The basis for conclusions shall be documented by the Government. The Contractor will receive neither a favorable nor an unfavorable rating if it does not have a performance history similar to the effort described in this solicitation.

The extent to which the proposal demonstrates qualifications and abilities to produce and maintain advertising support as evidenced by:

- a) Assessment from questionnaire presented to clients taken from current client list produced by offeror, past performance, and awards.
- b) Samples of work done for other clients in the recruitment-advertising field.

Corporate/Offeror Experience

Extent that a company has performed projects which are of similar size, scope and complexity to the current requirement

Cost Factors

In terms of relative value, the cost factor is not weighted. Cost, while being an important factor, is not in and of itself the determining factor in the selection of the successful Offeror(s) for award of the **Indefinite-delivery/indefinite-quantity (IDIQ) contract** contemplated by this solicitation.

Cost proposals will be reviewed to assess the aspects of cost critical to the implementation of the SOW. In addition, Cost proposals will be reviewed to assess if the costs are ordinary and necessary and the costs are reasonable with respect to the technical requirements. Cost factors include the following:

1. A cost estimate for developing a multi-phase image branding campaign. This would include the development of a branding campaign that can be done in any state across the country in multiple venues. Consideration should be taken for budget constraints that would require rolling out the campaign in phases and we would want recommendations on how we would go about doing that while keeping the entire process an ongoing branding effort. Items in the estimate should address, but not be limited to the following:
 - Multiple media design and development
 - Print and online advertising placement
 - Radio, television and other multimedia advertising placement
 - Marketing Literature and other multimedia marketing ideas
 - Outreach planning to include events (sponsorships and associations with professional and diversity based organizations)
 - "Outside-the-Box" Approaches and Ideas
2. A cost estimate for running a full-page, color general diversity ad in various magazine media publications for one month
3. A cost estimate for running a general diversity ad in major city papers and/or websites in anticipation of both a west coast and east coast blitz
4. A cost estimate for creating a new general diversity ad that will include related marketing literature.
5. Complete Pricing Matrix (Attachment J-6).

UNCLASSIFIED

Attachment J-1
Statement of Work
Page 1 of 4

July 2004

STATEMENT OF WORK

HUMAN RESOURCE MANAGEMENT - ADVERTISING

1.0 INTRODUCTION

This Statement of Work (SOW) describes the advertising requirements of the Recruitment Center (RC) and tentatively for the [REDACTED] It is anticipated the U.S. Government (USG) will issue an Indefinite Delivery Indefinite Quantity (IDIQ) Contract for this effort.

1.1 Program Background

The USG has a continuing requirement to recruit qualified individuals to fill a variety of positions in a complex and sensitive environment. To this end, advertising and marketing and image branding plays a unique and critical role. It is necessary to reach, as effectively as possible, the best and most culturally diverse talent available in a wide range of disciplines. Aside from the standard forms of media coverage, image branding the CIA as an employer of choice is an ongoing recruitment effort.

This effort is a year-round programmed approach concentrating on the fluctuating needs of the USG in conjunction with recognized government ceilings. The Contractor must have daily communication and weekly meetings with the USG in order to be fully responsive to timing and placement of advertising and marketing campaigns.

The scope of the effort specified by this SOW is to provide advertising and marketing services as well as image branding requirements in accordance with the instructions outlined. Specific tasks shall be based on the work associated with the advertising and marketing requirements specified.

2.0 PERIOD OF PERFORMANCE

The anticipated period of performance for this effort is 01 December 2004 through 30 November 2005 with four 1-year options.

UNCLASSIFIED

Attachment J-1
Statement of Work
Page 2 of 4

3.0 TASKING

The contractor shall designate a senior officer having a wide range of recruitment advertising and marketing experience to serve as the focal point for the Government account. In addition, the contractor shall make available a team of at least three or more account representatives having similar experience as the senior officer, to serve as additional points of contacts working on this overall effort. The designated senior officer shall act only upon a written order given by the Administrative Contracting Officer (ACO). The Contractor will furnish all incidental and related services, and all material and labor for the preparation and placement of advertisements, as directed by the ACO, to include the following services.

The contractor shall also be available for daily communication with the COTR as well as be available for weekly meetings to ensure ongoing integrity of advertising, marketing and image branding campaigns.

- 3.1** Develop advertising campaigns for print and Internet. Campaign developments will include but not be limited to layout, storyboards, online concepts, copy and recruitment literature for approval by the RC. Agency printing and production facilities will be used to produce volume material and to integrate changes to the web site. Contractor may be requested on case-by-case basis to produce some printed material including, but not limited to posters, advertising, display boards, etc., and should have a reliable printing firm at their disposal that can produce these materials on both short term and long term basis.
- 3.2** Develop image branding campaigns to promote USG/CIA as employer of choice to include but not limited to radio, television, and print; event planning, sponsorships, minority and community outreach. The contractor shall do this using all resources available including but not limited to conducting online surveys, focus groups, etc., as required.
 - 3.2.1** Insert approved advertising in media such as newspapers, magazines, select websites, technical journals and special publications as well as radio and television when required. This will include preparing and placing space and frequency orders with media as well as supervising the transmittal of copy, plates, mats, film, etc. to the media for publication.
 - 3.2.2** Contractor shall also provide recommendations of marketing and display material in conjunction with overall advertising and marketing campaigns as related to image branding efforts of the Agency. Contractor will work with vendors on behalf of the USG as necessary.

UNCLASSIFIED

Attachment J-1
Statement of Work
Page 3 of 4

- 3.3** Research media options and recommend appropriate media outlets on the basis of demographic data, readership numbers, etc., and any other research as may be required, such as minority demographics by occupation. This shall be done on an ongoing basis by the Contractor. Contractor will be required to be proactive in taking the initiative to research and identify advertising in a variety of media sources and venues on a continual basis throughout the period of this contract.
- 3.4** Develop an online recruitment strategy and roadmap that migrates CIA practices towards a best practice environment with the website as a central component. Maintain the CIA employer brand with a focus on attracting and retaining top talent through interactive solutions.

Assess feasibility and logistics associated with implementation of recruitment technology such as various candidate assessment tools, need and ability to offer anonymity to candidates during initial job application process, to include candidate relationship communications.

Perform design updates for the web site to include, building out the content to highlight Diversity and other to-be determined content that will evolve out of survey feedback.
- 3.5** Research and recommend on an ongoing basis, organizations and community outreach efforts that the USG can partner with in promoting the Agency as an employer of choice. When necessary, and at the request of the USG, contractor may be required to contact these organizations on behalf of the USG.
- 3.6** Maintain accounting records by task order/by month and make payments to all media.

4.0 DELIVERABLES

4.1 As Specified by Each Task

4.2 Monthly Status Report

Contractor shall submit a Monthly Status Report to the ACO within the first 10 days of every month. It should include for each task order the following information:

- 4.2.1** Job Number
- 4.2.2** Estimate Description
- 4.2.3** Date Estimate Sent

UNCLASSIFIED

Attachment J-1
Statement of Work
Page 4 of 4

- 4.2.4 Invoice Number
- 4.2.5 Invoice Amount
- 4.2.6 Date Invoice Sent
- 4.2.7 Date Payment Received by Contractor
- 4.2.8 Committed Unbilled Production
- 4.2.9 Committed Unbilled Media
- 4.2.10 Comments - Technical/Management Issues and Concerns
- 4.2.11 Alphabetical Listing of Publications
- 4.2.12 Publication Run Date
- 4.2.13 Description of Advertisement
- 4.2.14 Type of Print
- 4.2.15 Delivery Order/Purchase Order Number
- 4.2.16 Estimated Cost
- 4.2.17 Total Cost
- 4.2.18 Months
- 4.2.19 Total Advertising Dollars

5.0 PROJECT MANAGEMENT

Contractor shall outline the staffing and organization. It also shall provide project organization, supervisory responsibilities, lines of authority, and reports control. Subcontracting or the use of consultants should explain why such an approach/use is required, and how subcontracts and consultants shall be managed. Contactor shall describe the management of project costs, scheduled personnel assignments, and reporting methods and schedules.

6.0 SECURITY RESTRICTIONS

The association of the Government with the work being performed hereunder is UNCLASSIFIED. No classified work, reports, and/or hardware are authorized to be produced or developed hereunder.

PAST PERFORMANCE REFERENCE SHEET

Sponsoring Organization/Agency: _____

Sponsoring Organization/Agency
Point of Contact (POC): _____

POC Phone Number: _____

Alternate POC Phone Number: _____

Contract Number: _____

Contract Type: _____

Contract Value: _____

Period of Performance: _____

Contract Description (Include specific services provided):

Comments:

PAST PERFORMANCE QUESTIONNAIRE

Offeror Evaluated: _____ Date: _____

1. To what extent did the Contractor perform to your satisfaction with regard to:

meeting contract requirements, (i.e., cost, schedule, innovative ideas utilized, deliverables?)

technical capabilities?

corporate experience?

ability to respond to multiple taskings?

2. Did you encounter any problems with the Contractor's ability to adequately staff your project with qualified personnel, and how were they mitigated/resolved?

3. Was the contractor proactive and effective with regard to any necessary corrective actions?

4. Was the price considered reasonable?

5. What was your overall impression of the Contractor?

6. If you had this project to do over, would you use the same Contractor?

UNCLASSIFIED

Contractor: TBD

Contract Number: TBD Attachment J-4

Page 1 of 1

J-4 Full text of Task Order Clauses listed under B.1 [redacted] **Type and Scope of Contract (IDIQ) (OCT 2003)**

[redacted] **Type of Contract and Consideration (FFP) (OCT 2003)**

This is a Firm Fixed Price Contract as identified in FAR 16.202. The total price for full performance hereunder is \$TBD.

[redacted] **Scope of Contract (Statement of Work) (OCT 2003)**

The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Section C, Statement of Work (SOW).

[redacted] **Period of Performance (AUG 1996)**

The period of performance of this contract shall be from **TBD** to **TBD**.

PROGRAM XYZ
MONTHLY CONTRACT STATUS REPORT
MM/DD/YYYY

NAME OF CONTRACTOR:	SUPER ONE CORPORATION
CONTRACT NO.:	XXX-XXXXXX-000
PERIOD OF PERFORMANCE:	MM/DD/YY to MM/DD/YY
	TYPE: CPAF/CPFF/FFP
	REPORTING PERIOD: MM/DD/YY to MM/DD/YY

CONTRACT SUMMARY:

Action	Description	Date	Est Cost + Fee or Fixed Price	Funding
Contract Award	Base	3/1/99		
MOD 1	Exercise Option	10/1/99		
MOD 2	Incremental/ Award Fee	11/15/99		
MOD 3	Award Fee	4/15/00		
	Total Est Cost			

% Expended To Date % Can the contract/work be completed within the available funding
 Funds Expiration Date: MM/DD/YYYY
 (How long will current funding last?)

AWARD FEE SCORES: (If applicable)

PERIOD	1	2	3	4	5	6
DATES	3/1/99-9/30/99	10/1/99-3/31/00	4/1/00-9/30/00			
AVAILABLE						
EARNED	100%	90%				
UNEARNED						

EXPENDITURES AND COMMITMENTS: EST. COST/PRICE FEE TOTAL

EXPENDITURES THIS PERIOD:
 CURRENT CONTRACT PERIOD (MM/DD/YY-MM/DD/YY)
 GOVERNMENT FISCAL YEAR (MM/DD/YY-MM/DD/YY)

OPEN COMMITMENTS:

SUBCONTRACTOR 1 (MM/DD-MM/DD)
 SUBCONTRACTOR 2 (MM/DD-MM/DD)

ITD CURRENT PERIOD EXPENDITURES AND COMMITMENTS

ESTIMATE TO COMPLETE
 ESTIMATE AT COMPLETION

COMMENTS: (Details of anomalies identified in the current month's costs)

(Explanation of any variations exceeding 15%)

RATE CHANGES: (Identification of new proposed/negotiated rates with DCAA)

Please attach copies of your corresponding monthly invoice(s).

PROGRAM XYZ
MONTHLY CONTRACT STATUS REPORT
MM/DD/YYYY

TOP 10 TECHNICAL ACCOMPLISHMENTS THIS PERIOD

- BULLET FORM
- BULLET FORM

SIGNIFICANT ANTICIPATED ACTIVITIES NEXT PERIOD

- BULLET FORM
- BULLET FORM

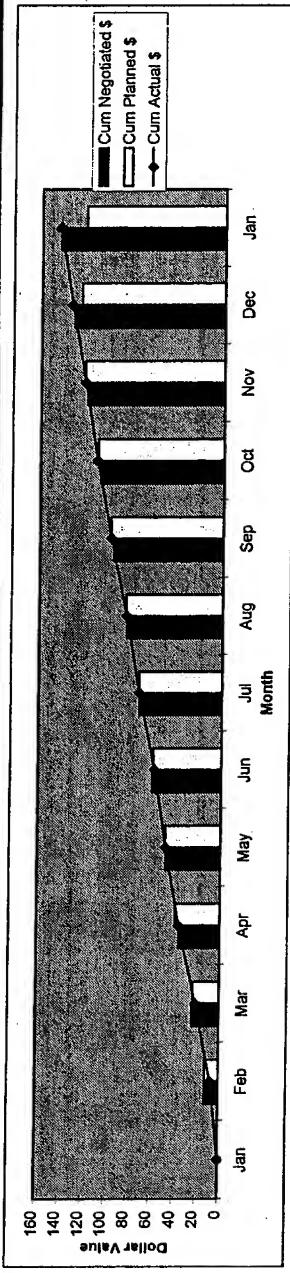
ISSUES/PROBLEMS AND RECOMMENDATIONS THIS PERIOD

- BULLET FORM
- BULLET FORM

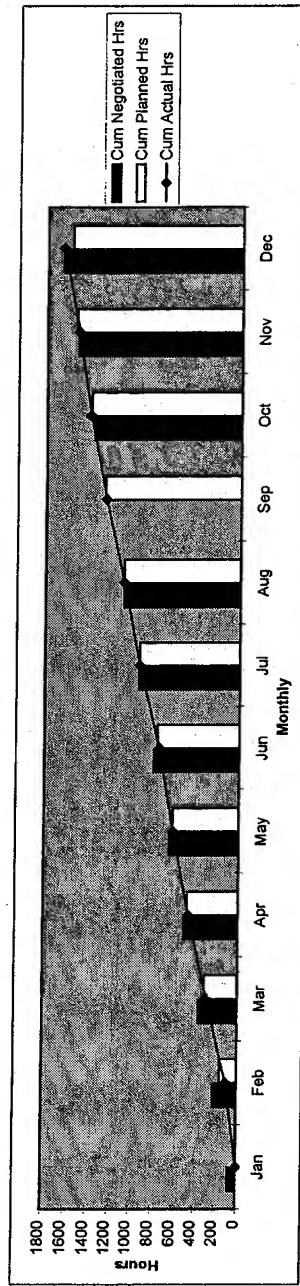
PROGRAM XYZ ACTUALS
CONTRACT #/TASK ORDER #

DOLLARS

Financial/Hourly Summary
Contract #/Task Order #



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
(\$/K)	\$0.0	\$11.9	\$23.9	\$35.8	\$47.7	\$59.7	\$71.6	\$83.6	\$95.5	\$107.4	\$119.4	\$131.3	\$143.2
Cum Negotiated	\$0.0	\$12.0	\$23.0	\$38.8	\$47.9	\$58.7	\$72.0	\$83.8	\$97.7	\$109.5	\$121.2	\$124.6	\$121.0
Cum Planned	\$0.0	\$7.3	\$20.7	\$36.0	\$47.5	\$57.9	\$72.0	\$83.6	\$97.4	\$110.3	\$121.0	\$132.9	\$143.8
Cum Actual	\$0.0	\$4.8	\$7.1	\$6.3	\$6.7	\$7.5	\$7.4	\$7.7	\$7.9	\$7.2	\$7.4	\$9.8	(\$1.1)
Cum Plan vs													



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
(Hours)	72	216	361	505	649	794	938	1,082	1,227	1,371	1,515	1,660	144
Negotiated	72	144	144	144	144	144	144	144	144	144	144	144	144
Planned Hrs	0	154	202	188	152	144	181	152	181	181	144	144	144
Actual Hrs	0	101	186	178	153	130	180	153	172	172	151	111	139
Planned vs	0	53	16	11	-1	15	2	-1	9	-7	9	-7	33

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
(Hours)	72	216	361	505	649	794	938	1,082	1,227	1,371	1,515	1,660	144
Cum Negotiated	72	144	144	144	144	144	144	144	144	144	144	144	144
Cum Planned	0	154	203	475	617	762	928	1,079	1,261	1,396	1,533	1,574	144
Cum Actual	0	101	287	465	618	747	927	1,080	1,252	1,403	1,514	1,652	144
Cum Plan vs	0	53	69	80	79	93	95	94	103	103	96	115	147

ROLLING PLAN FOR CONTRACT PERIOD: FOR CURRENT PERIOD:

WES-DETAILED HOURS (Optional)

ROLLING PLAN FOR CONTRACT PERIOD:
FOR CURRENT PERIOD:

WBS COST DOLLARS (DOES NOT INCLUDE FEE)

		Contract No./Task Order No.		Date		Page	
LABOR		ACTUAL 1 Dec-16	ACTUAL Dec 17	FORECAST Dec-31	FORECAST	FORECAST	FORECAST
Period							EAC
	WBS #1 Program Mgmt						
Labor		\$	\$				
Material		\$	\$				
	WBS #2 Access Adm						
Labor		\$	\$				
Material							
	WBS #3						
	Subtotal wo/sub						
	Accounting Adj.						
	Monthly total wo/sub						
	Cum total w/sub						
	Prime only						
	Sub only						
	Total						\$

ITEM NO	DESCRIPTION SUPPLIES/SERVICES	QTY	UNIT PRICE
001	Placement of Advertisements	TBD	\$
002	Pickup of an existing ad	TBD	\$
003	Modification of existing ad	TBD	\$
004	Basic New Ad Production - Flat Fee (Black & White or Color Ad)	TBD	\$
005	Services of a Contractor's coordinator to assist the COTR w/necessary administrative tasks related to this contract	TBD	\$
006	Cost of Living Surveys	TBD	\$
007	Layoff Statistics/updates	TBD	\$
008	Compensation Studies	TBD	\$
009	Media analysis/Digests	TBD	\$
010	Market Analysis	TBD	\$
011	Online Databases	TBD	\$
012	Demographics	TBD	\$
013	Geographics	TBD	\$
014	Cost-Per-Hire Analysis	TBD	\$
015	Article Reprints	TBD	\$
016	Media Library	TBD	\$
017	Staff Planning Sessions	TBD	\$
018	Employee Surveys	TBD	\$
019	Employee Input Sessions	TBD	\$
020	Media Plans	TBD	\$
021	Strategic Plans	TBD	\$
022	Tactical Plans	TBD	\$
023	On-Site Visits/Meetings	TBD	\$
024	Contract Proposal Support	TBD	\$
025	Event/Job Fair/Trade Show Calendars	TBD	\$
026	Editorial Schedules	TBD	\$
027	Ad Copywriting	TBD	\$
028	Preparation of Pubset Materials	TBD	\$
029	Proofing	TBD	\$
030	Coordination	TBD	\$
031	Placement	TBD	\$
032	Art Direction	TBD	\$
033	Design	TBD	\$
034	Layout	TBD	\$
035	Daily/Weekly Ad Schedules/Recaps	TBD	\$
036	Monthly/Quarterly/Yearly Reports	TBD	\$
037	Ad/Media Books	TBD	\$
038	Audit Support	TBD	\$
039	800# Service	TBD	\$
040	800# Fax for Resume Receipt	TBD	\$
041	Resume Handling	TBD	\$
042	Flexible Billing	TBD	\$
043	Monthly Media Update	TBD	\$

TBD = To Be Determined

Attachment J-7 Draft RFP Questions & Answers

Question 1: Under Technical, you mention that we should identify "problem areas and offer solutions". Is there any specific problem area you would like us to address (i.e., applicant flow is down for Linguists, measurement of advertising efforts, applicant management, etc.)?

Answer to Question 1: The phrase "to problem areas" has been dropped from the final version of the Request for Proposal.

Question 2: Under Past Performance, how many total references of similar scope are you looking for?

Answer to Question 2: No more than three. However, if the offeror would like to provide additional information they feel would be beneficial, they may do so as long as this information does not exceed page count restrictions.

Question 3: Under Costs (item #2), do you require publishing costs in regards to diversity magazines requested to run over a 30-day period (i.e., Black Enterprise, Ability, etc.)? Are we to develop a diversity media strategy that covers 30 days?

Answer to Question 3: Yes. Based on the hiring needs of the Agency, with diversity in mind, where would you recommend the Agency direct their advertising dollars to reach a diverse pool of applicants within a 30-day time frame.

Question 4: Under Costs (item #3), do you require publishing costs for major diverse, city newspapers and/or websites? Are you looking for a media strategy for a West and East Coast blitz?

Answer to Question 4: Yes, this would be considered a media strategy. The cost would be based on what advice and direction you would recommend the CIA go if they were to tell you that they were planning a blitz on the West and East coast; essentially, you would be asked to advise the best possible publications and/or websites could they best reach a wide variety of potential applicants in anticipation of those blitz's.

Question 5: Under Costs (item #1 – Outreach Planning), are you looking for us to identify and cost specific diversity events, sponsorships, etc.?

Answer to Question 5: Yes – sponsorships and associations with professional and diversity based organizations.

Question 6: Under Costs, can the Units on the Pricing Matrix be hourly labor rates? If an item on the Pricing Matrix involves a variety of labor categories, do you want a composite rate or do you want each labor category itemized?

Answer to Question 6: This should be hourly, fully burdened, labor rates and itemized, not a composite.

Question 7: Under Costs, (item #4), what do you mean by "related marketing literature"?

Answer to Question 7: By related marketing literature we mean items such as brochures, inserts, postcards, bi-fold/tri-fold pamphlets, etc.

Attachment J-7 Draft RFP Questions & Answers

Question 8:**C. Relevant Experience (Volume II) (p. 34)**

Please clarify the following in reference to Past Performance information:

Can an offeror use past performance for another off-site resource (i.e., another office within the same corporate division, or another corporate division) that performed relevant services or do all Past Performance references have to be for work performed by the primary office/location proposed to support this RFP? If Past Performance is allowed for work performed by another office within the same corporate division, or another corporate division of the responding offeror, would this information need to be disclosed as such?

Answer to Question 8: Yes, the offeror can use past performance for another off-site resource and as long as it is with an office within the same corporate division submitting the proposal.

Questions 9-12:**D. Cost Volume (Volume III) (p. 35)**

Please clarify the following in reference to the Cost Volume (Volume III), items 1-5:

Question 9: D.1. Multi-phase image branding campaign: In response to this item, is it the Government's intention that the offeror provide a fully developed media plan including associated media pricing in addition to pricing for the development of any marketing literature? Should printing costs be included for recommended marketing literature? If yes, what print quantities should be used for printing estimates?

Answer to Question 9: Yes. Printing estimates can be based on quantities of 20,000.

Question 10: D.2. Full-page, color general diversity ad: Is it the Government's intention that the offeror provide a fully developed one-month media plan including associated media pricing? If yes, can the Government better define a timeframe for the blitz(s) and which diverse audience(s) it wants to target?

Answer to Question 10: Yes. The timeframe should be for August and September as these are the months that we are both gearing up for the fall recruitment season as well as deploying recruiters to various recruitment events throughout the country – essentially, the busiest time of year for CIA recruiting. Our target audience is everyone within the range of the college student to business professional currently in the workforce. We are continually seeking and are in need of applicants with language capability and applicants for the Clandestine Service of the [] and [] for the [] as well as applicants from [] ie African American, Hispanic, Native American and Asian communities.

Question 11: D.4. Creating a new general diversity ad: Is it the Government's intention that the offeror determine the type and quantity for the related marketing literature. If yes, should printing costs be included as well as creative development costs?

Answer to Question 11: Yes – and both printing and creative development costs should be included.

Question 12: D.5. Pricing Matrix (Attachment J-6): Would an offeror have the flexibility to modify this matrix to add or remove items as deemed necessary to achieve a given proposed campaign and strategy?

Answer to Question 12: No.

Attachment J-7 Draft RFP Questions & Answers

Question 13: What is your greatest recruitment challenge?

Answer to Question 13: Our greatest challenge is in attracting culturally and ethnically diverse applicants with language ability in the hard target languages as well as Clandestine Service applicants for the [redacted] and [redacted] for the [redacted]

Question 14: Is CIA accustomed to meeting with its ad agency on CIA premises or at the ad agency's offices?

Answer to Question 14: The CIA prefers to meet at the ad agency's offices. On occasion, the ad agency will be required to come to CIA offices but should plan for a majority of the meetings to take place at the ad agency's offices.

Question 15: Does the CIA expect to be able to meet with its entire account team on short notice, or just the Account Manager.

Answer to Question 15: Just the Account Manager. On those occasions where additional account team members will be required, the CIA will give the ad agency advance notice.

Question 16: Does CIA routinely invest in primary research to guide its branding efforts?

Answer to Question 16: This is something the CIA has started to do more frequently, however, this is an area that we plan to pursue more aggressively to reach our hiring goals.

Questions 17-25:

Website Related

Question 17: What technical resources or web dev capabilities are in house at CIA or will be undertaken by another agency (i.e. backend systems integration, programming, hosting/maintenance, etc.).

Answer to Question 17: CIA hosts its web site--we do not allow to uncleared people access to the site. The marketing agency delivers changes and the CIA Web Team makes the updates.

Question 18: Should we include pricing for site hosting and maintenance or will CIA be hosting the site? If CIA is hosting, provide details on the hosting environment.

Answer to Question 18: CIA will host the site; hosting environment utilizes commercial hardware and software.

Question 19: Do you use a Content Management System? If so, what system and will we be creating/modifying templates, or will we work with internal IT?

Answer to Question 19: We do not use a Content Management System. The contractor would make the changes deliver a CD-Rom with updated material for the web site, which would be loaded.

Question 20: 4. Are you considering a third party software like QuickHire (BK; clients include DOL, DoE, Customs, EPA, NSF, FCC, DoS) or PeopleSoft's eRecruit (BK; NSA) (BK;NASA uses WorkForce Technologies – www.wftech.com) (or another ATS/TMS) or should we assume we will be developing a custom solution as part of this website.

Answer to Question 20: You will not be developing a custom solution as part of this website.

Attachment J-7 Draft RFP Questions & Answers

Question 21: Should we assume our Candidate Assessment tools would replace or enhance the existing "Career Director" tool?

Answer to Question 21: Our Career Director tool was created in-house, and at present, we expect the content will continue to be developed in-house.

Question 22: How does the CIA's current privacy policy (<http://www.cia.gov/cia/notices.html#priv>) affect the CIA's ability to implement ongoing candidate communication, such as an eNewsletter or other direct e-mail techniques to a subscribed base?

Answer to Question 22: The Recruitment Center does not communicate through eNewsletters with candidates.

Question 23: Besides the visible elements of the CIA's Web site, what other interactive methods has the Agency used to attract communicate with candidates online? Which has been most successful?

Answer to Question 23: We currently post our positions and or banners ads on a number of job boards. Monster.com, HotJobs, CareerBuilder have brought in the most candidates. We have expanded the number of diversity sites and are still evaluating the success of those ads.

Question 24: What legal definition does the CIA use for defining a candidate and will this definition have any affect on asking rs to complete assessment or pre-screening tools before they complete an application to the CIA?

Answer to Question 24: Definition of candidate has no effect.

Question 25: What are you currently using to measure ROI (through the web site or other source)?

Answer to Question 25: The requirement to track ROI has been dropped from the final version of the Statement of Work.

Question 26:

P9, Sect G.5 Government Property

(b) Is the selected contractor to use the current concepts layout/design created by the incumbent agency for future advertising? If so, should pricing be exclusive of design charges?

Answer to Question 26: Many of the current ad concepts we are using are still fairly new designs and the CIA is always hing and renewing its advertising campaigns on a yearly basis or whenever required. We anticipate that some of the current designs will be used initially with the selected contractor until new designs can be developed or until new ones are required. Pricing should account for this as well as include future design charges for new concept layout/design.

Questions 27-28:

P32, Section B – Resumes and Other Applicable Info

Question 27: What is a "Skills & Capabilities Personnel Matrix"?

Answer to Question 27: A "Skills & Capabilities Personnel Matrix" is a list of staff by occupational category and applicable skills that would typically be assigned to the given scenarios.

Question 28: Should a proposed team member's resume include non-specific reference to involvement with other government agencies if that experience was not acquired with his or her current employer? Although relevant, this experience cannot be detailed due to non-competitive, confidentiality and proprietary concerns.

Attachment J-7 Draft RFP Questions & Answers

Answer to Question 28: A team member should include as much information about their experience with the current employer as well as any other relevant experience with other government agencies without compromising confidentiality and proprietary concerns.

Questions 29-30: **P34, Section C – Relevant Experience (Volume II)**

Corporate/Offeror Experience

Question 29: Can the Offeror include reference to similar human resources communications experience that has been provided on an 'at will' or non-contractual basis to private industry clients?

Answer to Question 29: Yes, but note if this is the case.

Question 30: Although we do not require contractual agreements to represent clients, some of our clients have internal contracts that serve as agreements to work with our company for a defined period of time. While these contracts do not typically specify a detailed scope of work with budget details, they do include defined rates/production schedules for provision of advertising services. Would these types of examples be acceptable?

Answer to Question 30: Yes

Question 31: **Past Performance Information**

Please define 'similar in scope.' Does this term refer to similarities between client by budget and work across all media as set forth in this solicitation, or can the Offeror submit examples of similar work for various clients to illustrate experience?

Answer to Question 31: The Offeror can submit examples of similar or any type of work for any of their clients to illustrate the range of their experience. The examples do not necessarily have to be similar by budget.

Questions 32-34: **R D. Cost Volume (Volume III)**

Please provide more complete specifications for this section in order to receive comparable responses. The numbers shown correspond with the way your questions are numbered.

Question 32: Are the responses sought inclusive or exclusive of media charges? If inclusive, please provide the names of specific magazines to be priced. ?

Answer to Question 32: Inclusive. However, based on the hiring needs of the Agency, with diversity in mind, we would prefer to see how creative the offeror is in their response by providing us with their recommendations on the specific magazines they would advise the Agency to consider within the 30-day time frame.

Question 33: If costs are inclusive of media, please indicate which markets. Also, which applications for web advertising do you want priced – job postings on newspaper or other sites, banners, resume mining, other? Or do you want a recommendation based on available information?

Attachment J-7 Draft RFP Questions & Answers

Answer to Question 33: We would prefer the offeror make the recommendation on the markets since we frequently rely on our ad agency to make these types of recommendations for us. For web advertising, pricing should include job postings on newspaper and other sites. Do not include resume mining. You may base your recommendation on available information also.

Question 34: Are we to price ad design only or development of an ad and creation of marketing materials? If marketing materials are to be included, please specify type(s). For example, is "marketing literature" a color tri-fold, a full-sized 12-page color brochure, a CD-ROM or a combination of the above? Finally are costs exclusive of production/printing? If not, please specify quantities.

Answer to Question 34: Ad and creation of marketing materials to include but limited to brochures, colortri-folds, postcards, CD-ROM or anything else the offeror feels would add effectively to the development of this effort. Cost should also include production and printing in amounts of 20,000.

Subject: [REDACTED] **Attachment J-6**
Date: Fri, 29 Oct 2004 08:44:58 -0400
From: [REDACTED]@TMP.com>
To: [REDACTED]@ucia.gov" [REDACTED]@ucia.gov>

<<...OLE_Obj...>>

October 29, 2004
Central Intelligence Agency
[REDACTED]

Attn: [REDACTED] Contracting Officer
Re: RFP Number [REDACTED]
Dear [REDACTED]

TMP Worldwide, a division of Monster Worldwide, is pleased to submit the attached electronic version of Attachment J-6 in response to the above referenced Request for Proposal (Number [REDACTED]). In addition, one original and four (4) copies of Volume I: Technical/Management Proposal, one original and four (4) copies of Volume II: Relevant Experience, and one original and four (4) copies of Volume III: Cost Proposal complete with one electronic version of Volume III: Cost Proposal.

TMP Worldwide is one of the world's largest recruitment marketing and advertising agencies, the world's second-largest interactive agency and highly experienced in meeting the human resource advertising needs of the Central Intelligence Agency.

Our full-service regional center is conveniently located in McLean, Virginia. Additionally, we have engaged the expert services of Hudson Inclusion Solutions, a firm located in the Chicago area. Together, this team provides a unique and innovative solution that is extremely capable of exceeding the expectations described in the Request for Proposal.

On a more personal note, we take great pride in being given the opportunity to show what we can further accomplish for the CIA. Because we've already worked with you, we proudly call ourselves *Your Human Capital SpeCIAList* and believe that no other advertising agency can offer as proven and relevant experience, expertise and commitment to excellence.

Please let us know if any additional input is required. I may be reached at [REDACTED]

<<Attachment J-6.xls>>

Very Truly Yours,

[REDACTED]
Contracts Manager
TMP Worldwide
8280 Greensboro Drive, Suite 900
McLean, VA 22102
[REDACTED]

www.tmp.com www.monster.com

"Bringing people together to advance their lives."

NOTICE: The information contained in this electronic mail transmission is intended by TMP Interactive Inc. d/b/a Monster or one of its subsidiaries for the use of the named individual or entity to which it is addressed and may contain information that is privileged or otherwise confidential. It is not intended for transmission to, or receipt by, any individual or entity other than the named addressee (or a person authorized to deliver it to the named addressee)

except as otherwise expressly permitted in this electronic mail transmission. If you have received this electronic transmission in error, please delete it without copying or forwarding it, and notify the sender of the error by reply email or by calling Monster at 1-800-MONSTER.

 Attachment J-6.xls	Name: Attachment J-6.xls Type: Microsoft Excel Worksheet (application/vnd.ms-excel) Encoding: base64
--	---

UNCLASSIFIED



Washington, D.C. 20505

26 August 2004

ATTENTION: All Potential Offerors

SUBJECT: DRAFT [REDACTED] for "HUMAN RESOURCE MANAGEMENT – ADVERTISING"

You are invited to submit Questions in response to the attached Draft Request for Proposal (RFP). The Government anticipates award of an indefinite-delivery/indefinite-quantity (IDIQ) type contract. This competition will be based on Best Value.

Evaluation of the options will not obligate the Government to exercise the option(s). The period of performance is twelve months, with four (4) one-year options. The Government anticipates awarding the contract on or about 1 November 2004.

Questions MUST be received by email, at [REDACTED]@ucia.gov, no later than 2:00 pm on 8 September 2004. If you are not interested in bidding, please forward in writing a "No Bid" response to facsimile [REDACTED] or by email to [REDACTED]@ucia.gov.

Please direct any other questions regarding this request to the Administrative Contracting Officer, [REDACTED]

Sincerely,

[REDACTED]
Contracting Officer

Enclosures:

- RFP No. [REDACTED] (Sections A-M)

UNCLASSIFIED

CLAUSE DECISION LIST

TABLE OF CONTENTS

SECTION A - SOLICITATION/CONTRACT FORM	4
A.1 <input type="checkbox"/> Use of Facsimile Signatures (JUN 2002)	4
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	4
B.1 <input type="checkbox"/> Type and Scope of Contract (IDIQ) (OCT 2003)	4
B.2 <input type="checkbox"/> Pricing	4
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	4
C.1 <input type="checkbox"/> Statement of Work (OCT 2003)	4
SECTION D - PACKAGING AND MARKING	5
SECTION E - INSPECTION AND ACCEPTANCE	5
E.1 <input type="checkbox"/> 52.252-2 Clauses Incorporated by Reference. (FEB 1998)	5
E.2 <input type="checkbox"/> Inspection and Acceptance at Destination (MAR 2004)	5
SECTION F - DELIVERIES OR PERFORMANCE	5
F.1 <input type="checkbox"/> 52.252-2 Clauses Incorporated by Reference. (FEB 1998)	5
F.2 <input type="checkbox"/> Late Delivery (AUG 1996).....	5
F.3 <input type="checkbox"/> Period of Performance (AUG 1996)	5
F.4 <input type="checkbox"/> Place of Performance (AUG 1996)	6
F.5 <input type="checkbox"/> Contract Status Report (DEC 2001)	6
SECTION G - CONTRACT ADMINISTRATION DATA	6
G.1 <input type="checkbox"/> Settlement - Fixed Price Services (FEB 2002)	6
G.2 <input type="checkbox"/> Invoicing and Payment Instructions (General) Unclassified Association (JAN 2004)	6
G.3 <input type="checkbox"/> Authority and Designation of a Contracting Officer's Technical Representative (COTR) (MAR 2004)	7
G.4 <input type="checkbox"/> Novation/Change-of-Name Notification Requirement (MAR 2004)	8
G.5 <input type="checkbox"/> Government Property (Scheduled) (MAR 2004)	8
SECTION H - SPECIAL CONTRACT REQUIREMENTS	9
H.1 <input type="checkbox"/> Fraud, Waste, and Abuse - Unclassified Association (DEC 2002)	9
H.2 <input type="checkbox"/> Non-Publicity (DEC 2003).....	9
H.3 <input type="checkbox"/> Security Requirements - Software Certification (JUN 1998)	10
H.4 <input type="checkbox"/> Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)	10
H.5 <input type="checkbox"/> Order of Precedence (OCT 2003).....	10
H.6 <input type="checkbox"/> Key Personnel (AUG 1996).....	11
H.7 <input type="checkbox"/> Contractor Performance Evaluation (MAR 2004)	11
H.8 <input type="checkbox"/> Past Performance Information - Referencing Agency Contracts (MAR 2004)	11
H.9 <input type="checkbox"/> Changes Requiring No Equitable Adjustment (MAR 2004)	12
H.10 <input type="checkbox"/> Limitation of Working Groups (MAR 2004)	12
H.11 <input type="checkbox"/> Engineering Change Proposals (MAR 2004)	12
SECTION I - CONTRACT CLAUSES	12
I.1 <input type="checkbox"/> 52.252-2 Clauses Incorporated by Reference. (FEB 1998)	12
I.2 <input type="checkbox"/> 52.216-18 Ordering. (OCT 1995).....	13
I.3 <input type="checkbox"/> 52.216-19 Order Limitations. (OCT 1995).....	14

I.4	52.216-22 Indefinite Quantity. (OCT 1995)	14
I.5	52.217-9 Option to Extend the Term of the Contract. (MAR 2000)	15
I.6	Compliance With the Constitution and Statutes of the United States (AUG 1996)	15
I.7	Organizational Conflicts Of Interest: General (JUL 2003)	15
I.8	Audit and Records – Negotiation (FEB 2002).....	15
I.9	Timely Notice Of Litigation (AUG 1996)	16
I.10	Equal Employment Opportunity (JAN 2004).....	16
I.11	Tax Audits (JAN 2004).....	17
I.12	Independent Review of Agency Protests (JAN 2004)	17
I.13	Clauses Requiring Access by Other Government Entities (JUL 2003).....	17

SECTION J - LIST OF ATTACHMENTS	18
J-1. Statement of Work entitled,	18
J-2. Past Performance Reference Sheet (1 pg.)	18
J-3. Past Performance Questionnaire (1 pg.)	18
J.4 Full text of Task Order Clauses listed under B.1 [REDACTED] Type and Scope of Contract (IDIQ) (OCT 2003) (1 pg.)	18
J-5. Monthly Contract Status Report exemplar (7 pgs.).....	18
J-6. Pricing Matrix (1 pg.)	18

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS	19
K.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998).....	19
K.2 52.203-2 Certificate of Independent Price Determination. (APR 1985)	19
K.3 52.204-3 Taxpayer Identification. (OCT 1998).....	20
K.4 52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999).....	21
K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001).....	21
K.6 52.215-6 Place of Performance. (OCT 1997)	22
K.7 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999).....	23
K.8 52.222-25 Affirmative Action Compliance. (APR 1984)	23
K.9 52.223-13 Certification of Toxic Chemical Release Reporting. (AUG 2003).....	23
K.10 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (MAY 1999).....	24
K.11 [REDACTED] Organizational Conflict of Interest (AUG 1996).....	25

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS	26
L.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)	26
L.2 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)	26
L.3 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)	29
L.4 52.216-1 Type of Contract. (APR 1984)	30
L.5 52.233-2 Service of Protest. (AUG 1996)	30
L.6 [REDACTED] Proposal Preparation Instructions (JAN 2001).....	31
L.8 [REDACTED] Agency Alternate to FAR Provision 52.215-1 (OCT 2003)	36

SECTION M - EVALUATION FACTORS FOR AWARD	37
M.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)	37
M.2 [REDACTED] Evaluation Procedures and Factors for Award (JAN 1998)	37

SECTION A - SOLICITATION/CONTRACT FORM

A.1 [REDACTED] Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 [REDACTED] Type and Scope of Contract (IDIQ) (OCT 2003)

(a) This is an **indefinite-delivery/indefinite-quantity (IDIQ) contract**, as identified under Federal Acquisition Regulation (FAR) 16.504. Requirements will be placed under this contract through Firm Fixed Price (FFP) task orders. The minimum and maximum quantity of services to be purchased under this IDIQ contract are set forth below.

(1) Total minimum quantity of services to be purchased under this IDIQ contract shall be [REDACTED]

(2) Total maximum quantity of services to be purchased under this IDIQ contract shall be [REDACTED]

(b) The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically to be provided by the Government) and do all things necessary and incident to the completion of the contractual effort in accordance with Section C, Statement of Work (SOW) and the applicable task order SOW.

(c) Clauses Applicable to Firm Fixed Price (FFP) Task Orders: At a minimum, the following paragraphs shall be applicable to all FIRM FIXED PRICE (FFP) Task Orders issued under this contract, unless otherwise specified in an individual task order. Additional requirements may be specified in each task order. Full text is available as an attachment to the contract.

[REDACTED]
Type of Contract and Consideration (FFP) (OCT 2003)
Scope of Contract (Statement of Work) (OCT 2003)
Statement of Work (OCT 2003)
Period of Performance (AUG 1996)

B.2 Pricing

(Pricing in accordance with Pricing Matrix Attachment J-6)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 [REDACTED] Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled "**STATEMENT OF WORK, HUMAN RESOURCE MANAGEMENT – ADVERTISING**" dated July 2004, which is incorporated by reference or attached hereto, is made a part of this contract.

SECTION D - PACKAGING AND MARKING

Not Applicable

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.246-2 Inspection of Supplies - Fixed-Price. AUG 1996
52.246-4 Inspection of Services - Fixed-Price. AUG 1996

E.2 [REDACTED] Inspection and Acceptance at Destination (MAR 2004)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.242-15 Stop-Work Order. AUG 1989

F.2 [REDACTED] Late Delivery (AUG 1996)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

F.3 [REDACTED] Period of Performance (AUG 1996)

The period of performance of base IDIQ shall be from **01 November 2004 to 31 October 2005**.

The period of performance of Option Period One of the IDIQ shall be from **01 November 2005 to 31 October 2006**.

The period of performance of Option Period Two of the IDIQ shall be from **01 November 2006 to 31 October 2007**.

The period of performance of Option Period Three of the IDIQ shall be from **01 November 2007 to 31 October 2008**.

The period of performance of Option Period Four of the IDIQ shall be from **01 November 2008 to 31 October 2009**.

F.4 **Place of Performance (AUG 1996)**

The principal place of performance under this contract shall be the Contractor's facility located at **TBD**.

F.5 **Contract Status Report (DEC 2001)**

Monthly contract status reports shall be submitted in **TBD** copies to the Contracting Officer not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of invoices.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 **Settlement - Fixed Price Services (FEB 2002)**

Upon completion of the subject contract, the Contractor shall submit the following documents:

- (a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expensed) (Three (3) copies required)
- (b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One (1) copy required)
- (c) Final Government Furnished Property/Contractor Acquired Property (GFP/CAP) Statement - Disposition of Government Property (One (1) copy required)
- (d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One (1) copy required)
- (e) Copy of Final Invoice submitted to the Payment Office (One (1) copy required)

One complete set of closeout documentation shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

If you have any questions in regard to the closeout procedure, please contact the Contracting Officer.

G.2 **Invoicing and Payment Instructions (General) Unclassified Association (JAN 2004)**

- (a) Contractors may mail invoices to the following payment office:



Washington, DC 20505.

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX)

machine. Contractors may use any of the numbers listed below. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.



(b) The payment periods designated in the FAR clauses for Prompt Payment contained in this contract will begin the date the Government receives a proper invoice in the payment office. A proper invoice must include:

- (1) Name of the business concern, invoice date, and date(s) supplies delivered or services performed.
- (2) Contract, purchase order, or delivery order number. The Government cannot process for payment an invoice that lacks a contract, purchase order, or delivery order number. No other 'authorizations' are valid or acceptable.
- (3) Itemized cost elements and fee amounts for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time and material or labor hour contracts); description, price, and quantity of supplies delivered and/or services rendered (for fixed price contracts, purchase orders and delivery orders).
- (4) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).
- (5) Name, title, phone number, and complete mailing address of responsible official to whom the Agency should send payment.

(c) The Government shall give notice of an apparent error, defect, or impropriety in an invoice to the Contractor within 7 days of receipt of the invoice by the payment office. The Contractor may make inquiries regarding invoices to the payment office on [redacted]

G.3 [redacted] Authority and Designation of a Contracting Officer's Technical Representative (COTR) (MAR 2004)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer's Technical Representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.

(b) Designation: The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

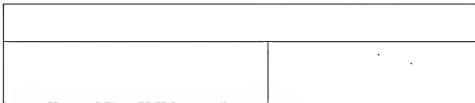
Name Telephone No.

TBD TBD

(c) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal commitments that may involve a change in either the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

G.4 [REDACTED] **Novation/Change-of-Name Notification Requirement (MAR 2004)**

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:



Washington, DC 20505

Unclassified Fax: [REDACTED]

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

G.5 [REDACTED] **Government Property (Scheduled) (MAR 2004)**

(a) The following clause is incorporated by reference:

52.245-2 Government Property (Fixed Price Contracts)

52.245-4 Government-Furnished Property (Short Form)

52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts.)

(b) Under the FAR clause referenced above, the Government shall deliver to the Contractor the property identified below for use in the performance of this contract or such other contract(s) as may be authorized by the Contracting Officer:

The Government will provide the current version art and all related art to the prospective vendor. Current version art is the art that the incumbent has developed with the Government and which is used to update advertising instead of creating new artwork every time an order is placed.

(c) The Contractor shall verify the quantity and condition of the property identified above immediately upon receipt. Shortages and/or damaged or defective property shall be promptly reported to the Contracting Officer after having a confirming inspection thereof made by a designated representative of the Contracting Officer. The Contractor may also request a confirming inspection by the carrier's representative where it considers the damage to be attributable, in some degree, to the carrier.

(d) When deemed necessary, a representative of the Contracting Officer will be present to inspect the condition of the property before packaging thereof for return to the Government. In order to accommodate this inspection requirement, the Contractor shall provide the Contracting Officer with at least 24 hours' prior notice so that personnel may be assigned for these examinations.

(e) The Contractor's property control system shall provide annually the total acquisition cost for Government property for which the Contractor is accountable under this contract, including Government property at subcontractor's plants and alternate locations. The Contractor's annual report shall be prepared on a form provided by the Property Administrator and submitted no later than the date prescribed by the Property Administrator.

(f) All inquiries regarding the issuance and disposition of the above property should be directed to the Contracting Officer. Note: The provision for reporting property at the completion or termination of a contract is contained in the standard FAR clauses that must be incorporated into the contract by reference. Standard FAR clauses 52.245-2 and 52.245-5 state that the Contractor "shall comply with FAR subpart 45.5 as in effect on the date of this contract."

(g) At the completion of the Annual Inventory exercise, the Contractor shall submit the completed inventory to the COTR for validation and verification. The Contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Property Administrator.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Fraud, Waste, and Abuse - Unclassified Association (DEC 2002)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel should contact the Office of Inspector General, Investigations Staff, at phone number

H.2 Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but is not limited to, the use of the terms or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or

release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

H.3 [REDACTED] Security Requirements - Software Certification (JUN 1998)

(a) The contractor certifies that it will undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.

(b) The contractor shall immediately inform the Contracting Officer when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in paragraph (a) above.

(c) If the contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and Contracting Officer's Technical Representative (COTR).

(d) The contractor acknowledges its duty to exercise reasonable care, to include the following, in the course of contract performance:

(1) using on a regular basis current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and

(2) prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H.4 [REDACTED] Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)

SECTION K which has been completed and submitted with Contractor's proposal dated TBD is incorporated herein by reference and made a part of this contract.

H.5 [REDACTED] Order of Precedence (OCT 2003)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Attachment A - Incentive and Award Fee Plan (if applicable)
- (3) Statement of Work
- (4) Other provisions of the contract when attached or incorporated by reference
- (5) Specifications

(6) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of any of the contract elements listed above, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, fee, award fee or schedule extensions.

H.6 **Key Personnel (AUG 1996)**

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name Title

TBD **TBD**

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

H.7 **Contractor Performance Evaluation (MAR 2004)**

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

(1) Final evaluation shall be conducted for all contracts after completion of contract performance; and

(2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

H.8 **Past Performance Information - Referencing Agency Contracts (MAR 2004)**

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

H.9 [REDACTED] Changes Requiring No Equitable Adjustment (MAR 2004)

(a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes that will have no effect on the contract price, delivery schedule, or other provisions of the contract.

(b) Procedure. When a change under the "Changes" clause is proposed, and both parties agree that the proposed change will not require any equitable adjustment, the Contracting Officer shall issue a bilateral modification authorizing the change that clearly states the change has no effect on either the contract price/cost plus fee, or period of performance/delivery date. The Contractor's signature on the modification shall constitute acceptance of the Government's offer, shall be binding on both parties, and shall constitute a full, complete, and final settlement for the changes so directed.

H.10 [REDACTED] Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

H.11 [REDACTED] Engineering Change Proposals (MAR 2004)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the general scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) When the cost or price of the engineering change is \$550,000 or more, the Contractor shall submit

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,

(2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.far.npr.gov/References/References.html>

52.202-1 Definitions. JUL 2004
52.203-3 Gratuities. APR 1984
52.203-5 Covenant Against Contingent Fees. APR 1984
52.203-6 Restrictions on Subcontractor Sales to the Government. JUL 1995
52.203-7 Anti-Kickback Procedures. JUL 1995
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.
JAN 1997
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
52.203-12 Limitation on Payments to Influence Certain Federal Transactions. JUN 2003
52.204-4 Printed or Copied Double-Sided on Recycled Paper. AUG 2000
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors
Debarred, Suspended, or Proposed for Debarment. JUL 1995
52.215-14 Integrity of Unit Prices. OCT 1997
52.217-2 Cancellation Under Multi-year Contracts. OCT 1997
52.219-8 Utilization of Small Business Concerns. MAY 2004
52.219-9 Small Business Subcontracting Plan. JAN 2002
52.219-16 Liquidated Damages - Subcontracting Plan. JAN 1999
52.222-3 Convict Labor. JUN 2003
52.222-26 Equal Opportunity. APR 2002
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and
Other Eligible Veterans. DEC 2001
52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998
52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era,
and Other Eligible Veterans. DEC 2001
52.223-6 Drug-Free Workplace. MAY 2001
52.223-14 Toxic Chemical Release Reporting. AUG 2003
52.227-1 Authorization and Consent. JUL 1995
52.227-14 Rights in Data - General. JUN 1987
52.229-3 Federal, State, and Local Taxes. APR 2003
52.230-2 Cost Accounting Standards. APR 1998
52.230-3 Disclosure and Consistency of Cost Accounting Practices. APR 1998
52.230-6 Administration of Cost Accounting Standards. NOV 1999
52.232-17 Interest. JUN 1996
52.232-25 Prompt payment. OCT 2003
52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration.
MAY 1999
52.233-1 Disputes. JUL 2002
52.233-3 Protest after Award. AUG 1996
52.242-13 Bankruptcy. JUL 1995
52.243-1 Changes - Fixed-Price. AUG 1987
52.244-6 Subcontracts for Commercial Items. (JUL 2004
52.245-2 Government Property (Fixed-Price Contracts). MAY 2004
52.246-23 Limitation of Liability. FEB 1997
52.246-25 Limitation of Liability - Services. FEB 1997
52.249-2 Termination for Convenience of the Government (Fixed-Price). MAY 2004
52.249-8 Default (Fixed-Price Supply and Service). APR 1984

I.2 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of
delivery orders or task orders by the individuals or activities designated in the Schedule. Such
orders may be issued from 1 November 2004 through 31 October 2005.

Contractor: TBD

Contract Number: TBD

Page 14 of 40

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of [redacted]

(2) Any order for a combination of items in excess of [redacted]

(3) A series of orders from the same ordering office within two (2) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 October 2005.

I.5 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

I.6 [REDACTED] Compliance With the Constitution and Statutes of the United States (AUG 1996)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

I.7 [REDACTED] Organizational Conflicts Of Interest: General (JUL 2003)

- (a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.
- (b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.
- (c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.
- (e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.
- (f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

I.8 [REDACTED] Audit and Records – Negotiation (FEB 2002)

- (a) The appropriate audit representative of the United States, the Contracting Officer or an authorized

representative of the Contracting Officer shall, until three years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), have access to and the right to examine any of the Contractor's books, documents, progress or other records involving transactions directly related to this contract.

(b) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (b), in all subcontracts under this contract that exceed the simplified acquisition threshold, and:

(1) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; or

(2) for which cost or pricing data are required.

(c) The period of audit and examination in paragraph (a) of this clause shall be extended until resolution of any disputes or litigation arising under or related to this contract, and until settlement of any questioned costs.

I.9 **Timely Notice Of Litigation (AUG 1996)**

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

(d) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or any rights or remedies available.

I.10 **Equal Employment Opportunity (JAN 2004)**

(a) The Contractor shall comply with all applicable Federal and State equal employment opportunity laws and regulations and Agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.

(b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor, at no cost to the Government, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(d) The Contractor shall provide oral notification within two business days and written notification within

five business days to the Contracting Officer of the Contractor's receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.

(e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

(f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

I.11 **Tax Audits (JAN 2004)**

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

I.12 **Independent Review of Agency Protests (JAN 2004)**

An independent review of protests to the agency, as defined in FAR 33.103(d)(4), is available as an alternative to consideration by the Contracting Officer. Requests for an independent review shall be submitted directly to the Contracting Officer, along with the protest.

I.13 **Clauses Requiring Access by Other Government Entities (JUL 2003)**

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

SECTION J - LIST OF ATTACHMENTS

J-1. Statement of Work entitled, "STATEMENT OF WORK HUMAN RESOURCE MANAGEMENT - ADVERTISING", dated July 2004 (4 pgs.)

J-2. Past Performance Reference Sheet (1 pg.)

J-3. Past Performance Questionnaire (1 pg.)

J-4. Full text of Task Order Clauses listed under B.1 **Type and Scope of Contract**
(IDIQ) (OCT 2003) (1 pg.)

J-5. Monthly Contract Status Report exemplar (7 pgs.)

J-6. Pricing Matrix (1 pg.)

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

K.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991

52.222-21 Prohibition of Segregated Facilities. FEB 1999

K.2 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in

this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;
 Partnership;
 Corporate entity (not tax-exempt);
 Corporate entity (tax-exempt);
 Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other _____

(f) *Common parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999)

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it * is a women-owned business concern.

K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or

civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner
(Street Address, City, and Operator of the Plant
State, County, Zip Code) or Facility if Other than
Offeror or Respondent

K.7 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

- (a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.223-13 Certification of Toxic Chemical Release Reporting. (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable].

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their

corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

K.10 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states
[offeror check appropriate block] -

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

K.11 [REDACTED] Organizational Conflict of Interest (AUG 1996)

- (a) If the Contractor is aware of any information bearing on any existing or potential organizational conflict of interest, it shall provide a disclosure statement which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have an existing or potential organizational conflict of interest.
- (b) Contractors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
- (c) If the Contracting Officer determines that a conflict exists or may occur, he shall advise the Contractor and take appropriate steps to avoid or otherwise resolve the conflict through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.204-6 Data Universal Numbering System (DUNS) Number. OCT 2003

52.215-16 Facilities Capital Cost of Money. JUN 2003

52.222-26 Equal Opportunity. APR 2002

52.232-38 Submission of Electronic Funds Transfer Information with Offer. MAY 1999

L.2 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

(a) *Definitions.* As used in this provision -

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an

offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets identified and clearly marked by the offeror as proprietary; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer

may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) *Identification of the law or regulation establishing the price offered.* If the price

is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.4 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of an indefinite-delivery/indefinite-quantity (IDIQ) contract resulting from this solicitation.

L.5 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting

Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:



Washington, DC 20505.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) PLEASE NOTE: To gain access to the Government facility at [redacted] you must call the Administrative Contracting Officer, [redacted] at least twenty-four (24) hours in advance and provide the Social Security Number of the company representative that will deliver the protest to the Government facility.

L.6 [redacted] Proposal Preparation Instructions (JAN 2001)

I. INTRODUCTION

This section is provided to assist the Offeror in preparing a proposal in response to this solicitation and to assist the Government in determining the Offeror's relative ability to satisfy the solicitation requirements. These instructions are not intended to restrict the Offeror's proposal effort. Questions concerning these instructions should be directed to the Contracting Officer.

II. PROPOSAL DOCUMENTS

Number of Volumes

The documents below are to be furnished as part of the proposal. The proposal documentation shall be no greater than the number of pages identified in the table below, including text, resumes, and other attachments. Text shall be standard size type, no smaller than 10 point with double spacing on 8.5 x 11 inch paper with 1 inch margins and shall be subject to the page-count limitations stated herein. Please note that the Table of Contents is not included in the page count.

VOLUME	NO. OF MAX PAGES	COPIES
Cover Letter	3 Pages, (excluding Section K)	Original
Vol. I Technical/Management	20 Pages (excluding resumes) Resumes: 2 page limit per resume	One (1) original reproducible master and four (4) hard copies.
Vol. II Relevant Experience	10 Pages	One (1) original reproducible master and four (4) hard copies.
Vol. III Cost Volume	Unlimited	One (1) original reproducible master and four (4) hard copies. One (1) soft copy
Addendum- Section K	Unlimited	Original Only

General

The proposals shall be a concise presentation of issues and conclusions. **Cost or pricing data shall be included only in the cost volume.** The proposal shall contain a table of contents for easy reference to appropriate sections.

III. PROPOSAL FORMAT

A. Cover Letter

The cover letter is considered the first page of the proposal and, in addition to the information required in FAR 52.215-1, will include the following:

- (a) Certifications referred to in Section K, "Representations, Certifications, and Other Statements of Offeror".
- (b) Statement that the proposal is firm for a period of not less than 120 days from the proposal due date.
- (C) Complete business address of the Offeror, the corporate name to be used on any resultant contract, and the remittance address if different from that above. If this name does not identify a "parent company" or sponsoring "corporation" name, also provide such identity, as appropriate.

B. Technical/Management (Volume I)

Technical/Management information consists of a narrative defining the Offeror's understanding of the various technical and management needs of this acquisition as outlined in this solicitation, including experience and availability, company experience, and organizational structures and responsibilities. This volume shall also discuss the management techniques which will be employed to direct and control the "Human Resource Management - Advertising" program. Technical/Management volume of the proposal shall include the following:

Executive Summary This section summarizes the contents of the technical/management proposal and provides an overview of the technical and management approach. The Offeror shall include in this section any exceptions taken to the SOW and the rationale for the exceptions.

Problem Analysis This section shall analyze the requirement and identify solutions to problem areas. The Offeror shall use clear, concise terminology to specifically address the issues and shall avoid generalizations.

Management Plan The Offeror shall identify the project organization and supervisory responsibilities, and shall show the lines of authority, including work control procedures, training plans, reports control, and approach to phase-in, contract start.

Resumes and Other Applicable Information About Proposed Personnel Information must be submitted on the capabilities, background, experience, and any other relevant information about the proposed personnel, and any other specialized staff that the Offeror feels might be required. Included in this information for each proposed individual must be a professional resume, to include title, educational achievements and any special designations (i.e., Master of Business Administration, Certified Public Accountant, etc.), and a statement as to the degree of commitment of the company to the requirements of the SOW. Include the names and phone numbers of the contacts for similar contracts for which proposed employees have worked in the past three years. Where a proposed individual is not currently employed by the Offeror, a signed letter of intent must also be provided.

A Skills & Capabilities Personnel Matrix must be included in the Technical/Management Volume and shall address the following areas:

- Develop advertising campaigns for print and Internet. Campaign developments will include but not be limited to layout, storyboards, online concepts, copy and recruitment literature for approval by the RC. Agency printing and production facilities will be used to produce volume material and to integrate changes to the web site. Contractor may be requested on case-by-case basis to produce some printed material to include but not limited to posters, advertising,

Contractor: TBD

Contract Number: TBD

Page 33 of 40

display boards, etc., and should have a reliable printing firm at their disposal that can produce these materials on both short term and long term basis.

- Develop image branding campaigns to promote USG/CIA as employer of choice to include but not limited to radio, television, and print; event planning, sponsorships, minority and community outreach. The contractor shall do this using all resources available including but not limited to conducting online surveys, focus groups, etc., as required.
- Insert approved advertising in media such as newspapers, magazines, select websites, technical journals and special publications as well as radio and television when required. This will include preparing and placing space and frequency orders with media as well as supervising the transmittal of copy, plates, mats, film, etc. to the media for publication.
- Contractor shall also provide recommendations of marketing and display material in conjunction with overall advertising and marketing campaigns as related to image branding efforts of the Agency. Contractor will work with vendors on behalf of the USG as necessary.
- Research media options and recommend appropriate media outlets on the basis of demographic data, readership numbers, etc., and any other research as may be required, such as minority demographics by occupation. This shall be done on an ongoing basis by the Contractor. Contractor will be required to be proactive in taking the initiative to research and identify advertising a variety of media sources and venues on a continual basis throughout the period of this contract.
- Develop an online recruitment strategy and roadmap that migrates CIA practices towards a best practice environment with the website as a central component. Maintain the CIA employer brand with a focus on attracting and retaining top talent through interactive solutions.

Assess feasibility and logistics associated with implementation of recruitment technology such as various candidate assessment tools, need and ability to offer anonymity to candidates during initial job application process, to include candidate relationship communications.

Perform design updates for the web site to include, building out the content to highlight Diversity and other to-be determined content that will evolve out of survey feedback.

Develop ROI metrics and a cyclical plan for the ongoing evaluation and improvement of the online recruiting initiatives that improves the user experience and achieves operational efficiencies.

- Research and recommend on an ongoing basis, organizations and community outreach efforts that the USG can partner with in promoting the Agency as an employer of choice. When necessary, and at the request of the USG, contractor may be required to contact these organizations on behalf of the USG.
- Maintain accounting records by month and make payments to all media.

Organizational Structure The Offeror shall discuss how the proposed team fit into the Offeror's overall corporate structure (including an organization chart), and shall indicate how the proposed project team will be organized, including the responsibilities of key persons.

Resource Availability The Offeror shall describe access to corporate resources, and the extent and type of resources available to the Offeror.

C. Relevant Experience (Volume II)

Corporate/Offeror Experience This section requires corporate level information in addition to the plant or division level information which the Offeror is required to provide in accordance with the past performance information requested by this solicitation. If the corporate experience is the same as the plant/division experience, the Offeror must state this in the proposal. The discussion of the Offeror's corporate experience shall include, but shall not be limited to:

- (1) A list of similar Government and industry contracts awarded in the past three years or currently in negotiation in which the performance of work was/is similar to the effort described in this solicitation. The Offeror shall identify contract numbers, names of Government Agency or Industrial Clients, names of points of contact and telephone numbers, contract type, and brief descriptions of the work for each effort.
- (2) For each contract identified, specify and explain the amount of cost growth, if any. In this explanation, provide cost growth resulting from extensions to the period of performance from work added to the scope and from performance that cost more than estimated.
- (3) Identify and explain any terminations.

Past Performance Information Past performance information provided by Offerors in response to this solicitation, and the information the Government may independently obtain from other sources, shall be used as an indicator to assist in determining whether the Offeror has the capability to perform this effort based on the requirements set forth in this solicitation.

If the Offeror has not performed any contracts as characterized below, this fact must be stated in the proposal. The Contractor will receive neither a favorable nor an unfavorable rating if it does not have a performance history similar to the effort described in this solicitation. The Offeror shall utilize the a "Past Performance Reference Sheet" (**Attachment J-2**) to provide information (one reference sheet per contract or project/three references maximum proposed) on any on-going federal, state/local government, or industry contracts completed within the last three years, in which performance of work was similar in scope and complexity to the effort described in this solicitation. Based on previous efforts identified, the Offeror shall discuss any constraints similar to the current requirement. The Offeror shall also discuss the degree of success pertaining to the previous project, and the extent to which the Offeror was responsible for that success. A sample Past Performance Questionnaire (**Attachment J-3**) has been provided and will be used to collect data from the references.

- (1) A list of three (3) on-going federal, state or local government, or industry contracts, or contracts completed within the last three years, in which performance of work was similar in scope and complexity to the effort described in this solicitation. Based on the previous efforts so identified, the Offeror shall discuss any constraints similar to those, expected to be encountered, in performing the current requirement. The contracts must have been performed within the same plant(s) and/or division(s) as the one in which a contract resulting from this solicitation will be performed.
- (2) For each contract listed, the Offeror shall provide two references and shall identify: the contract number; name of the federal, state or local government, or industrial client; name of the point of contact; telephone number; contract type; total contract value; period of performance; cost growth issues (if applicable); and a brief description of the work for each effort. The offeror is authorized to provide information on problems encountered on the identified contract(s) and the offerors corrective actions. A Performance Questionnaire the same or similar to that identified in Section J of this solicitation will be used to collect data from the references. The Government may, in order to evaluate the Offeror's past performance, contact references other than those identified by the Offeror.

D. Cost Volume (Volume III)

This volume consists of a presentation of price rates, any burdens or handling fees, and pricing of task exemplars. No Price data shall be contained in the Technical/Management or Relevant Experience volumes.

The contractor shall price the following task exemplars and provide data on the basis of estimate for the exemplar pricing.

1. A cost estimate for developing a multi-phase image branding campaign. This would include the development of a branding campaign that can be done in any state across the country in multiple venues. Consideration should be taken for budget constraints that would require rolling out the campaign in phases and we would want recommendations on how we would go about doing that while keeping the entire process an ongoing branding effort. Items in the estimate should address, but not be limited to the following:

- Multiple media design and development
- Print and online advertising placement
- Radio, television and other multimedia advertising placement
- Marketing Literature and other multimedia marketing ideas
- Outreach planning to include events (sponsorships and associations with professional and diversity based organizations)
- "Outside-the-Box" Approaches and Ideas

2. A cost estimate for running a full-page, color general diversity ad in various magazine media publications for one month

3. A cost estimate for running a general diversity ad in major city papers and/or websites in anticipation of both a west coast and east coast blitz

4. A cost estimate for creating a new general diversity ad that will include related marketing literature.

5. Complete Pricing Matrix (Attachment J-6).

ADDITIONAL INFORMATION.

If there is any additional information that the Offeror feels is important for the Government to consider in the evaluation of its proposal, other than the information specifically requested by the above outline, the Offeror may bring such information to the attention of the Government by including it in its proposal. Such additional information must be contained within the page limits set forth for each proposal volume as specified above.

IV. SUBMISSION OF OFFERS

- (a) Mailed Proposals. These are not recommended due to the time delay in getting mail processed.
- (b) Hand Carried Proposals are ENCOURAGED. If the offeror does not hold a valid agency clearance, this must be coordinated and scheduled with the Administrative Contracting Officer, [redacted] at least 24 hours in advance.

Hand Carried Proposals shall be delivered to:



(c) Softcopy of the Pricing Matrix (Attachment J-6) should be sent via email to:

[REDACTED]@ucia.gov

(d) Proposals submitted after the time and date specified for receipt of the RFP will be considered LATE in accordance with FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, which has been incorporated by reference to this solicitation.

L.8 [REDACTED] Agency Alternate to FAR Provision 52.215-1 (OCT 2003)

(a) FAR Provision 52.215-1, Instructions to Offerors - Competitive Acquisition, which is incorporated herein by reference, is modified only as indicated below:

(f) Contract Award.

(1) The Government intends to select for final negotiations a contractor(s) resulting from this solicitation whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and select, without discussions, an offeror for final negotiations (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(b) Paragraph (f) 5 - 11, and all other parts of FAR Provision 52.215-1 remain unchanged.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

52.217-5 Evaluation of Options. JUL 1990

M.2 [REDACTED] Evaluation Procedures and Factors for Award (JAN 1998)

NOTE: The Government intends to evaluate proposals and select, without discussions, an offeror for final negotiations.

I. Introduction:

The objective of the evaluation process is to select and recommend a Contractor to the Source Selection Authority for final negotiation and award of a contract. Proposals received in response to this Request for Proposal shall be evaluated in accordance with the procedures set forth below.

II. Competitive Range Determination

(a) In accordance with FAR 15.306(c), the competitive range shall be determined on the basis of an initial evaluation of technical, management, past performance, cost/price, schedule and other salient factors. The competitive range shall include only those proposals most highly rated after initial evaluation. The initial evaluation of proposals and the initial determination of the competitive range will be made upon a review of the written proposals (and/or oral presentations as the case may be) and consideration of any information exchanged during communications as defined in FAR 15.306. The Government shall discontinue the evaluation of any proposal which is not considered in the competitive range after initial evaluations.

III. Discussions

Written or oral discussions shall be held with all Offerors within the competitive range. The intent of these discussions is to obtain the best value based upon the requirements and evaluation factors set forth in Section M. The scope and extent of discussions are at the discretion of the Contracting Officer and will be tailored to each offeror's proposal. During these discussions the government will resolve all material issues to select the best offer for final negotiations. The government may remove an offeror from the competitive range at any point during discussions, whether or not all material aspects of the proposal have been discussed, if the offeror is no longer considered to be one of the most highly rated. Revisions to an offeror's proposal during discussions are at the discretion of the Contracting Officer. When discussions are concluded all offerors within competitive range will be given the opportunity to submit a final revised proposal by the date and time identified by the Contracting Officer.

IV. Final Evaluation

Final revised proposals will be evaluated for the purpose of selecting a contractor or contractors for final

negotiations. The evaluation criteria used in this evaluation shall be the same as those used in the initial evaluation.

V. Final Negotiation

Final negotiation is the process of bringing into contractually binding form the most favorable terms and conditions possible, including technical and scientific approaches, support arrangements, and contract pricing. Final negotiations will be conducted only with the offeror offering the best value, cost/price and other factors considered and shall not involve material changes in either the Government's requirements or the Offeror's proposal which affect the basis for source selection. In the event that such changes are desired by the Government, the competition will be reopened. In the event that a definitive contract cannot be consummated on a timely basis, negotiations will be terminated and a new source selection for final negotiations shall be made.

VI. NOTICE AND DEBRIEFING:

As noted above, this solicitation provides for the submission of revised proposals that must be negotiated prior to award. Therefore, Offerors which remain in the competitive range, but which are not ultimately selected for award, shall be notified after final revised proposals have been evaluated and a contract has been successfully negotiated and signed with the successful Offeror. Requests for debriefings must be in writing and must be received in this office within three days after the date on which the Offeror receives notification of contract award. Unless otherwise specified in the solicitation, debriefings shall be conducted in accordance with FAR Subpart 15.5.

VII. EVALUATION FACTORS AND CRITERIA:

(a) In determining the award of a contract, primary consideration shall be given to the Offeror which can perform the contract in a manner most advantageous to the Government, cost/price and other factors considered. Evaluations shall be conducted by comparing an Offeror's proposal against the requirements contained in this solicitation, including all compliance documents. An Offeror's proposal must accurately demonstrate an understanding of the objectives and scope of the project.

(b) The major categories which shall be evaluated are, **Technical/Management, Relevant Experience, and Cost**. The factors, other than cost, when combined are significantly more important than cost. Technical/Management is significantly more important than Past Performance. The specific factors and sub-factors associated with the Technical/Management and Past Performance categories are presented below in descending order of importance, although the relative differences between the importance of the factors is not equal unless otherwise noted. Cost is discussed below.

Technical/Management Factors

1 Design of Print Advertising

The extent to which the proposal demonstrates the offeror's ability to meet the SOW requirements for advertising design in these areas:

- a) Creative capabilities
- b) Technical capabilities
- c) Systematic approach to project planning and management
- d) Planned relationship between offeror and sponsor
- e) Speed

2 Ad Placement

The extent to which the proposal demonstrates the offeror's ability to meet the SOW requirements for ad placement in these areas:

- a) Relationship with media contacts
- b) Systematic approach
- c) Speed

3 Staffing

The extent to which the offeror's ability to meet the requirements of the SOW demonstrated by the team of people described in the proposal:

- a) Account Executive/Manager
- b) Recruitment Specialist
- c) Creative director
- d) Copywriter
- e) Research Manager
- f) Account Coordinator
- g) Proofreader
- h) Art Director/Designer
- i) Typesetter

4 Research

The extent to which the proposal demonstrates the offeror's ability to meet the SOW requirements for research in these areas:

- a) Research capabilities
- b) Systematic approach to research and project management
- c) Claimed relationship between offeror and sponsor
- d) Speed

5 Website design

The extent to which the proposal demonstrates the offeror's ability to meet the SOW requirements for Website design in these areas:

- a) Creative capabilities
- b) Technical capabilities
- c) Systematic approach to project planning and management
- d) Planned relationship between offeror and sponsor
- e) Speed

Relevant Experience Factors

Past Performance

Evaluation of past performance shall be based on a consideration of the past performance information obtained in accordance with clause [] Proposal Preparation Instructions, of this solicitation. The basis for conclusions shall be documented by the Government. The Contractor will receive neither a favorable nor an unfavorable rating if it does not have a performance history similar to the effort described in this solicitation.

The extent to which the proposal demonstrates qualifications and abilities to produce and maintain advertising support as evidenced by:

- a) Assessment from questionnaire presented to clients taken from current client list produced by offeror, past performance, and awards.
- b) Samples of work done for other clients in the recruitment-advertising field.

Corporate/Offeror Experience

Extent that a company has performed projects which are of similar size, scope and complexity to the current requirement

Cost Factors

In terms of relative value, the cost factor is not weighted. Cost, while being an important factor, is not in and of itself the determining factor in the selection of the successful Offeror(s) for award of the **Indefinite-delivery/indefinite-quantity (IDIQ) contract** contemplated by this solicitation.

Cost proposals will be reviewed to assess the aspects of cost critical to the implementation of the SOW. In addition, Cost proposals will be reviewed to assess if the costs are ordinary and necessary and the costs are reasonable with respect to the technical requirements. Cost factors include the following:

1. A cost estimate for developing a multi-phase image branding campaign. This would include the development of a branding campaign that can be done in any state across the country in multiple venues. Consideration should be taken for budget constraints that would require rolling out the campaign in phases and we would want recommendations on how we would go about doing that while keeping the entire process an ongoing branding effort. Items in the estimate should address, but not be limited to the following:
 - Multiple media design and development
 - Print and online advertising placement
 - Radio, television and other multimedia advertising placement
 - Marketing Literature and other multimedia marketing ideas
 - Outreach planning to include events (sponsorships and associations with professional and diversity based organizations)
 - "Outside-the-Box" Approaches and Ideas
2. A cost estimate for running a full-page, color general diversity ad in various magazine media publications for one month
3. A cost estimate for running a general diversity ad in major city papers and/or websites in anticipation of both a west coast and east coast blitz
4. A cost estimate for creating a new general diversity ad that will include related marketing literature.
5. Complete Pricing Matrix (Attachment J-6).

UNCLASSIFIED

Attachment J-1

July 2004

STATEMENT OF WORK

HUMAN RESOURCE MANAGEMENT - ADVERTISING

1.0 INTRODUCTION

This Statement of Work (SOW) describes the advertising requirements of the Recruitment Center (RC) and tentatively for the [REDACTED]. It is anticipated the U.S. Government (USG) will issue an Indefinite Delivery Indefinite Quantity (IDIQ) Contract for this effort.

1.1 Program Background

The USG has a continuing requirement to recruit qualified individuals to fill a variety of positions in a complex and sensitive environment. To this end, advertising and marketing and image branding plays a unique and critical role. It is necessary to reach, as effectively as possible, the best and most culturally diverse talent available in a wide range of disciplines. Aside from the standard forms of media coverage, image branding the CIA as an employer of choice is an ongoing recruitment effort.

This effort is a year-round programmed approach concentrating on the fluctuating needs of the USG in conjunction with recognized government ceilings. The Contractor must have daily communication and weekly meetings with the USG in order to be fully responsive to timing and placement of advertising and marketing campaigns.

The scope of the effort specified by this SOW is to provide advertising and marketing services as well as image branding requirements in accordance with the instructions outlined. Specific tasks shall be based on the work associated with the advertising and marketing requirements specified.

2.0 PERIOD OF PERFORMANCE

The anticipated period of performance for this effort is 01 November 2004 through 31 October 2005 with four 1-year options.

UNCLASSIFIED

HRM/RC
Statement of Work
Page 2 of 4

3.0 TASKING

The contractor shall designate a senior officer having a wide range of recruitment advertising and marketing experience to serve as the focal point for the Government account. In addition, the contractor shall make available a team of at least three or more account representatives having similar experience as the senior officer, to serve as additional points of contacts working on this overall effort. The designated senior officer shall act only upon a written order given by the Administrative Contracting Officer (ACO). The Contractor will furnish all incidental and related services, and all material and labor for the preparation and placement of advertisements, as directed by the ACO, to include the following services.

The contractor shall also be available for daily communication with the COTR as well as be available for weekly meetings to ensure ongoing integrity of advertising, marketing and image branding campaigns.

- 3.1** Develop advertising campaigns for print and Internet. Campaign developments will include but not be limited to layout, storyboards, online concepts, copy and recruitment literature for approval by the RC. Agency printing and production facilities will be used to produce volume material and to integrate changes to the web site. Contractor may be requested on case-by-case basis to produce some printed material to include but not limited to posters, advertising, display boards, etc., and should have a reliable printing firm at their disposal that can produce these materials on both short term and long term basis.
- 3.2** Develop image branding campaigns to promote USG/CIA as employer of choice to include but not limited to radio, television, and print; event planning, sponsorships, minority and community outreach. The contractor shall do this using all resources available including but not limited to conducting online surveys, focus groups, etc., as required.
 - 3.2.1** Insert approved advertising in media such as newspapers, magazines, select websites, technical journals and special publications as well as radio and television when required. This will include preparing and placing space and frequency orders with media as well as supervising the transmittal of copy, plates, mats, film, etc. to the media for publication.
 - 3.2.2** Contractor shall also provide recommendations of marketing and display material in conjunction with overall advertising and marketing campaigns as related to image branding efforts of the Agency. Contractor will work with vendors on behalf of the USG as necessary.

UNCLASSIFIED

HRM/RC
Statement of Work
Page 3 of 4

- 3.3** Research media options and recommend appropriate media outlets on the basis of demographic data, readership numbers, etc., and any other research as may be required, such as minority demographics by occupation. This shall be done on an ongoing basis by the Contractor. Contractor will be required to be proactive in taking the initiative to research and identify advertising a variety of media sources and venues on a continual basis throughout the period of this contract.
- 3.4** Develop an online recruitment strategy and roadmap that migrates CIA practices towards a best practice environment with the website as a central component. Maintain the CIA employer brand with a focus on attracting and retaining top talent through interactive solutions.

Assess feasibility and logistics associated with implementation of recruitment technology such as various candidate assessment tools, need and ability to offer anonymity to candidates during initial job application process, to include candidate relationship communications.

Perform design updates for the web site to include, building out the content to highlight Diversity and other to-be determined content that will evolve out of survey feedback.

Develop ROI metrics and a cyclical plan for the ongoing evaluation and improvement of the online recruiting initiatives that improves the user experience and achieves operational efficiencies.

- 3.5** Research and recommend on an ongoing basis, organizations and community outreach efforts that the USG can partner with in promoting the Agency as an employer of choice. When necessary, and at the request of the USG, contractor may be required to contact these organizations on behalf of the USG.
- 3.6** Maintain accounting records by task order/by month and make payments to all media.

4.0 DELIVERABLES

4.1 As Specified by Each Task

4.2 Monthly Status Report

Contractor shall submit a Monthly Status Report to the ACO within the first 10 days of every month. It should include for each task order the following information:

UNCLASSIFIED

HRM/RC
Statement of Work
Page 4 of 4

- 4.2.1 Job Number
- 4.2.2 Estimate Description
- 4.2.3 Date Estimate Sent
- 4.2.4 Invoice Number
- 4.2.5 Invoice Amount
- 4.2.6 Date Invoice Sent
- 4.2.7 Date Payment Received by Contractor
- 4.2.8 Committed Unbilled Production
- 4.2.9 Committed Unbilled Media
- 4.2.10 Comments - Technical/Management Issues and Concerns
- 4.2.11 Alphabetical Listing of Publications
- 4.2.12 Publication Run Date
- 4.2.13 Description of Advertisement
- 4.2.14 Type of Print
- 4.2.15 Delivery Order/Purchase Order Number
- 4.2.16 Estimated Cost
- 4.2.17 Total Cost
- 4.2.18 Months
- 4.2.19 Total Advertising Dollars

5.0 PROJECT MANAGEMENT

The proposal shall outline the staffing and organization. It also shall provide project organization, supervisory responsibilities, lines of authority, and reports control. Subcontracting or the use of consultants should be also explained in the proposal with an explanation of why such an approach/use is required and how subcontracts and consultants shall be managed. The management of project costs, scheduled personnel assignments, and reporting shall be described in the proposal.

6.0 SECURITY RESTRICTIONS

The association of the Government with the work being performed hereunder is UNCLASSIFIED. No classified work, reports, and/or hardware are authorized to be produced or developed hereunder.

PAST PERFORMANCE REFERENCE SHEET

Sponsoring Organization/Agency: _____

Sponsoring Organization/Agency
Point of Contact (POC): _____

POC Phone Number: _____

Alternate POC Phone Number: _____

Contract Number: _____

Contract Type: _____

Contract Value: _____

Period of Performance: _____

Contract Description (Include specific services provided):

Comments:

PAST PERFORMANCE QUESTIONNAIRE

Offeror Evaluated: _____ Date: _____

1. To what extent did the Contractor perform to your satisfaction with regard to:

meeting contract requirements, (i.e., cost, schedule, innovative ideas utilized, deliverables?)

technical capabilities?

corporate experience?

ability to respond to multiple taskings?

2. Did you encounter any problems with the Contractor's ability to adequately staff your project with qualified personnel, and how were they mitigated/resolved?

3. Was the contractor proactive and effective with regard to any necessary corrective actions?

4. Was the price considered reasonable?

5. What was your overall impression of the Contractor?

6. If you had this project to do over, would you use the same Contractor?

UNCLASSIFIED

Contractor: TBD
Contract Number: TBD Attachment J-4
Page 1 of 1

J-4 Full text of Task Order Clauses listed under B.1 **Type and Scope of Contract (IDIQ) (OCT 2003)**

Type of Contract and Consideration (FFP) (OCT 2003)

This is a Firm Fixed Price Contract as identified in FAR 16.202. The total price for full performance hereunder is \$TBD.

Scope of Contract (Statement of Work) (OCT 2003)

The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Section C, Statement of Work (SOW).

Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled **TBD** dated **TBD**, which is incorporated by reference or attached hereto, is made a part of this contract.

Period of Performance (AUG 1996)

The period of performance of this contract shall be from **TBD** to **TBD**.

**PROGRAM
MONTHLY CONTRACT STATUS REPORT
DATE OF REPORT**

NAME OF CONTRACTOR:

CONTRACT NO:

PERIOD OF PERFORMANCE:

CONTRACT TYPE:

REPORTING PERIOD:

CONTRACT SUMMARY:

Action	Description	Date	Est Cost + Fee or Fixed Price	Funding
--------	-------------	------	----------------------------------	---------

Total Est Cost/Fee:

Total Funding:

% Expended To Date:

Can the contract/work be completed within the available funding
and on schedule? YES/NO If not, why not?

Funds Expiration Date:

(How long will current funding last?)

AWARD FEE SCORES: (if applicable)

PERIOD No.

DATES

AVAILABLE

EARNED

UNEARNED

EXPENDITURES AND COMMITMENTS: EST. COST/PRICE FEE TOTAL

EXPENDITURES THIS PERIOD:

CURRENT CONTRACT PERIOD:

GOVERNMENT FISCAL YEAR:

OPEN COMMITMENTS:

SUBCONTRACTOR 1:

SUBCONTRACTOR 2:

ITD CURRENT PERIOD EXPENDITURES AND COMMITMENTS:

ESTIMATE TO COMPLETE:

ESTIMATE AT COMPLETION:

COMMENTS: (Details of anomalies identified in the current month's costs)

(Explanation of any variations exceeding 15%)

RATE CHANGES: (Identification of new proposed/negotiated rates with DCAA)

Please attach copies of your corresponding monthly invoice(s).

**PROGRAM
MONTHLY CONTRACT STATUS REPORT**

Date:

TOP 10 TECHNICAL ACCOMPLISHMENTS THIS PERIOD

SIGNIFICANT ANTICIPATED ACTIVITIES NEXT PERIOD

ISSUES/PROBLEMS AND RECOMMENDATIONS THIS PERIOD

ITEM NO	DESCRIPTION SUPPLIES/SERVICES	QTY	UNIT PRICE
001	Placement of Advertisements	TBD	\$
002	Pickup of an existing ad	TBD	\$
003	Modification of existing ad	TBD	\$
004	Basic New Ad Production - Flat Fee (Black & White or Color Ad)	TBD	\$
005	Services of a Contractor's coordinator to assist the COTR w/necessary administrative tasks related to this contract	TBD	\$
006	Cost of Living Surveys	TBD	\$
007	Layoff Statistics/updates	TBD	\$
008	Compensation Studies	TBD	\$
009	Media analysis/Digests	TBD	\$
010	Market Analysis	TBD	\$
011	Online Databases	TBD	\$
012	Demographics	TBD	\$
013	Geographics	TBD	\$
014	Cost-Per-Hire Analysis	TBD	\$
015	Article Reprints	TBD	\$
016	Media Library	TBD	\$
017	Staff Planning Sessions	TBD	\$
018	Employee Surveys	TBD	\$
019	Employee Input Sessions	TBD	\$
020	Media Plans	TBD	\$
021	Strategic Plans	TBD	\$
022	Tactical Plans	TBD	\$
023	On-Site Visits/Meetings	TBD	\$
024	Contract Proposal Support	TBD	\$
025	Event/Job Fair/Trade Show Calendars	TBD	\$
026	Editorial Schedules	TBD	\$
027	Ad Copywriting	TBD	\$
028	Preparation of Pubset Materials	TBD	\$
029	Proofing	TBD	\$
030	Coordination	TBD	\$
031	Placement	TBD	\$
032	Art Direction	TBD	\$
033	Design	TBD	\$
034	Layout	TBD	\$
035	Daily/Weekly Ad Schedules/Recaps	TBD	\$
036	Monthly/Quarterly/Yearly Reports	TBD	\$
037	Ad/Media Books	TBD	\$
038	Audit Support	TBD	\$
039	800# Service	TBD	\$
040	800# Fax for Resume Receipt	TBD	\$
041	Resume Handling	TBD	\$
042	Flexible Billing	TBD	\$
043	Monthly Media Update	TBD	\$

TBD = To Be Determined



Integrated Marketing Communications

fax

to:	[redacted]	from:	[redacted]
fax:	[redacted]	fax:	[redacted]
phone:	[redacted]	phone:	[redacted]
re:	pages: 12		
cc:	date: April 5, 2004		

Urgent

for review

please comment

please reply

ADVERTISING & COMMUNICATIONS

Response to Advertising Market Survey Questionnaire

CENTRAL INTELLIGENCE AGENCY

April 5, 2004

CONTACT

TMp.worldwide
8280 Greensboro Drive
Suite 900
McLean, VA 22102

SOLUTIONS WITH AN INTERACTIVE EDGE.



tmp.worldwide
advertising & communications

CENTRAL INTELLIGENCE AGENCY
RECRUITMENT CENTER
ADVERTISING MARKET SURVEY QUESTIONNAIRE

1. Does your firm have offices/representation in the Washington Metropolitan area?

Yes. Our full-service office in McLean, VA is conveniently located just minutes from both CIA Headquarters and your Recruitment Center location. We have more than [redacted] professionals on site supporting the full-spectrum of recruitment and marketing communications: account service, creative, interactive development and programming, media/research, business development, public relations and administration/operational support.

2. Does your firm specialize in recruitment advertising and/or have significant recruitment advertising experience?

Yes. TMP Worldwide Advertising and Communications (TMP) is one of the world's largest recruitment advertising agencies, with the depth of resources companies need to better communicate their employment offering in order to recruit and retain the right talent. TMP recruitment strategies, tactics and tools are delivered with industry-specific insight across all traditional and interactive arenas.

Whether building an employment Web presence from the ground up, coordinating newspaper advertising campaigns, incorporating ROI services into the recruitment process, leveraging the power of our flagship Internet property, Monster®, or setting the foundation for an employer's brand, TMP demonstrates a tradition of innovation and effectiveness unmatched in the industry.

3. How many account reps will you normally assign to a client the size of our organization?

TMP doesn't employ a set formula to determine the number of account service representatives assigned to an account. Rather, each account is assigned a team based on short- and long-term goals and needs. The team structure needed to support a high-volume, transactional ad placement account is very different from the team assigned to a sophisticated organization with needs across many areas: diversity, interactive, brand development, advertising, research, etc.

Currently, the core account service team assigned to the CIA is comprised of [redacted] representatives, including [redacted]

They are supported in their day-to-day work by a full complement of agency management, creative, interactive and media/research professionals.

4. Do you rotate account reps or usually keep the same "team" as originally assigned to a client?

At TMP, our philosophy is to have a core account management team assigned to an account and keep them on the account. We do not tend to rotate teams.

5. What is the general background of the reps you assign to clients (education, skills, certifications, etc.)? Do they have significant experience in recruitment advertising or specialize in recruitment advertising?

Almost all positions within TMP require [redacted] in a related field (Communications, Journalism, Fine or Graphics Arts, etc.). Most members of the creative and interactive staff hold [redacted] they utilize; many account service personnel [redacted]



Most of the [redacted] professionals working onsite at the TMP McLean, VA office have significant, specialized experience in recruitment marketing. Following is a list of TMP personnel who currently support the CIA, and their education/experience:

Agency Account Service

[redacted]

Agency Management

[redacted]

Creative

[redacted]

Interactive

[redacted]

Monster Government Solutions (MGS)

[redacted]

Research/Media

[redacted]

6. Will representatives from your company assigned to this account, be available for weekly meetings and daily communication?

Yes. TMP currently has a set weekly meeting with the Recruitment Center, with additional ad hoc meetings scheduled as needed. The account team assigned to CIA also stays in daily contact with CIA representatives via phone, fax and email.

7. Is your company willing to designate a minimum of two representatives to be processed for clearances for the purpose of creating, processing and placement of covert advertising if necessary?

Yes, in fact we already have those people in place [redacted]. Our service team members employed by TMP in the McLean, VA office hold [redacted]. If needed, we are willing to designate additional representatives [redacted].



8. How often do you recommend that a client change or re-develop ongoing ad campaigns?

In today's marketplace, it takes a minimum of [redacted] for an audience to "see" the creative before they start to remember the message that is being conveyed. Depending on the reach and frequency of the campaign, we generally recommend that creative be reviewed/refreshed/revised every [redacted]

One of the best indicators that creative may need a review is [redacted] help to [redacted] and [redacted] such a [redacted]. However, we recognize that there are limited [redacted] that can be implemented for CIA.

Another industry standard used to determine if creative needs revision is through [redacted] If a creative campaign is developed based on [redacted] that creative should then [redacted] make sure it is [redacted]. If [redacted] have changed, then creative should be [redacted]

9. What is your company's experience with diversity recruitment advertising and marketing?

TMP is well experienced in diversity recruitment advertising and marketing. We have [redacted] with [redacted] on behalf of our clients, then developed [redacted]

It is our philosophy that the [redacted]

In today's global recruitment marketplace, the responsibility to recruit a culturally diverse workforce is not only a business imperative, but also a socially indispensable one. TMP's diversity services [redacted] companies recruit [redacted]

10. What are some of the routine/daily services that you normally provide to your clients?

Account Management: [redacted]

Media Planning & Negotiations: [redacted]

Diversity Enrichment Services: [redacted]

Interactive Strategies, Tools, and Services: [redacted]

Creative Services & Brand Management: [redacted]



11. Can you provide a 24-hour turnaround time for cost estimate requests? If answered no, please provide explanation and alternative time frame.

Yes.

12. Can you provide a 1-2 week turnaround time for conducting research? (Demographic data, publications, schools, etc.) If answered no, please provide explanation and alternative time frame.

Yes. A 1-2 week turnaround is standard for conducting

To conduct

13. Can you provide a 2-3 week turnaround time for development of a new ad campaign? If answered no, please provide explanation and alternative time frame.

Yes.

14. Can you provide a 2-3 week turnaround time for development of marketing literature? If answered no, please provide explanation and alternative time frame.

Yes.

15. Would you be able to provide additional resources within your firm to address the demands of an increased workload or requirement that would require more people than the usual team assigned to the client?

Yes. Additional resources are available both within the TMP McLean, VA office, and

TMP employs more than recruitment marketing specialists in offices across the US, and even more internationally.

16. Does your company have the ability to create and provide clients with marketing and display material to include ordering production of marketing material, printing services for special products, literature, etc., if necessary?

Yes.

17. Does your company have the ability and/or resources to sub-contract with vendors, companies, etc., for related advertising criteria associated with focus groups, research, printing, marketing, etc.?

Yes. As one of the largest advertising and marketing agencies in the world, we have many external vendor partners that provide specialized services such as printing, primary research, custom music, display hardware, etc.

18. How sophisticated are your research capabilities and how often do you normally conduct research on behalf of your clients? Is it done on an ongoing basis, or only when requested by the client?

The foundation of a solid business plan is research. Regardless of the methodologies being employed, the primary focus of research is to construct a solid base of understanding from which educated decisions can be made. In any business process, the first step is to determine the who, what, where, why, when and how



of the situation. Many of these questions can be answered via preliminary research so that the next steps are not only justified, but can be initiated with clear direction.

TMP understands that time is an important factor in the development of a recruitment marketing business plan. However, we also believe in doing things right the first time. With research serving as the foundation from which future decisions will be based, TMP has the capacity to determine the best approaches and the means to conduct research efficiently and effectively so that the resulting foundation is the strongest possible.

Our primary research capabilities include [redacted]

With regard to [redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

We conduct research [redacted], in turn, share with our clients, as well as [redacted]
since we are your strategic partner, we work together to bring the best to you to
ensure the project is on [redacted]

Today's rapidly changing [redacted] and [redacted] demand flexibility and
forward thinking. [redacted]

19. Does your company have the capability and resources to arrange introductions on behalf of the United States Government to diversity/minority based associations, community groups, student organizations, schools, etc. for outreach purposes? Please provide some examples.

Yes. Through our [redacted]

TMP has the capabilities to help identify [redacted]

all supported by a engagement strategy developed in partnership with the client.

Our [redacted] as established relationships with associations across the ethnic spectrum, including [redacted]

For [redacted]

TMP helped to expand their relationship with national [redacted]
organizations such as the [redacted] and the [redacted]

TMP also identified opportunities to develop [redacted]
relationships with [redacted] by providing [redacted] human resources
assistance. In addition, TMP helped [redacted] develop [redacted]



20. Can you provide us with samples of your ad work for print, marketing, image branding and Web to include any diversity related media? Please include any unusual "outside-the-box" ideas/concepts/campaign examples.

Yes. Please refer to the following case studies as a sample of our work:



